2906

SUPREME COURT OF THE UNITED STATES.

No. 132.

JOHN C. YERGER, APPELLANT,

vs.

ROBERT S. BRANDON AND WILLIAM H. JONES, EXECUTORS OF WILLIAM BRANDON, DECEASED.

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THE UNITED STATES OF AMERICA.

At a term of the district court of the United States, for the northern district of Alabama, at Huntsville, begun and held at the court-house in the town of Huntsville, in said district, on the second Monday, (being the eighth day,) of November, in the year of our Lord one thousand eight hundred and fifty-two, and of the independence of the United States of America the seventy-seventh. Present, the Hon. John Gay[l]e, judge of said district court.

JOHN C. YERGER
vs.
ROBERT S. BRANDON and William H. Jones, ex'rs, &c., of William Brandon, deceased.

Be it remembered, that heretofore, to wit, on the fourth day of October, in the year of our Lord one thousand eight hundred and forty-seven, was filed in the office of the clerk of the district court of the United States, for the northern district of Alabama, at Huntsville, an original bill of complaint in the name of John C. Yerger, a minor, who is a citizen of the State of Mississippi, who sues by his next friend, George S. Yerger, who is also a citizen of the State of Mississippi, complainant, against William Brandon, who is a citizen of the State of Alabama, residing in the northern district thereof, respondent, in the words and figures following, to wit:

Bill of complaint.

"To the honorable William Crawford, judge of the district court of the United States, for the northern district of the State of Alabama.

John C. Yerger, a minor, under the age of twenty-one years, of Vicksburg, a citizen of the State of Mississippi, who sues by his next friend, George S. Yerger, also a citizen of said State of Mississippi, brings this bill against William Brandon, of Madison county, a citizen of the State of Alabama, and residing in the northern district thereof. And thereupon your orator complains and says, that some time in the year 1835, his father, Albert Yerger, died in the State of Tennessee, leaving your orator, John C. Yerger, his only child and heir, and his widow, then surviving; that his said father made a nuncupative will, which was proved in the courts of Tennessee, and in and by said will he gave to your orator certain property therein mentioned, and he also appointed James W. Camp the guardian of your orator; that said James W. Camp, acting as your orator's guardian, took possession of the property of your orator, and acted as the guardian of your orator both in Tennessee and Alabama, up to the time of his death, which took place in the State of Alabama, in the year 1845.

Your orator further charges, that the said James W. Camp, at the time of his death, was largely indebted to your orator for the use of your orator's slaves, and for property sold by said Camp, and for money collected by him belonging to your orator, which amounted, on the 1st of January, 1844, to the sum of eight thousand and seventeen $\frac{5}{100}$ dollars, as appears by the account herewith filed, marked exhibit A, and prayed to be made a part of this bill of complaint. Your orator, however, states he believes said account is entitled to a credit of two thousand and forty dollars, for slaves purchased by said Camp for your orator, and for money advanced, as shown in a statement herewith filed, marked exhibit B, and prayed to be made a part of this bill of complaint.

Your orator further charges, that said James W. Camp, as guardian of your orator, contracted with the defendant, William Brandon, to purchase of said Brandon, for the use of your orator, certain real estate, mentioned and described in the bond for title made and executed by said Brandon to said Camp, as the guardian of your orator, which bond is herewith filed, marked exhibit C, and is prayed to be taken as part of this bill of complaint.

Said contract was made, and said bond was executed, on the 23d August, 1843. Your orator charges that he is advised said Camp had no power or authority by the laws of Alabama to make said contract, and thereby convert your orator's personal estate and money in his hands into real estate, at least without the advice and direction of a court of equity, which advice and direction was not had or obtained as your orator charges and believes the fact to be; and he further charges that said contract is very prejudicial to his interest, as the property is really not worth more than one half of what said Camp, as your orator's guardian, agreed to give for it.

Your orator further charges and states that said Camp, to secure the payment of the purchase money of said property, purchased by him for your orator as aforesaid, executed a deed of trust, dated 23d August, 1843, a copy of which is herewith filed, marked exhibit D.

Your orator further states, that by sales of property under said deed of trust, and otherwise, the said Camp paid to said Brandon, on account of said purchase, and in part payment thereof, a large amount of money, at least five or six thousand dollars, perhaps more, the precise amount of which is not known to your orator; and your orator is advised that the payments made as aforesaid, by said Camp to said Brandon, were made and will be considered, in equity, as payments made on account of your orator, and were in fact an appropriation of so much of your orator's funds in the hands of said Camp, as your orator's guardian; and your orator is further advised that he is entitled to have said contract rescinded and to have said money paid by said Camp to said Brandon as aforesaid decreed to be paid to your orator, with interest thereon.

Your orator further charges, that said James W. Camp died wholly insolvent on or about the 9th of October, 1845, in the county of Madi-

son, State of Alabama, where he resided at the time of his death, and that no person has administered on his estate.

Your orator further states, that said Brandon claims a large balance as still due to him on acco int of said contract, and for which your orator would be liable, if said contract, so made as aforesaid, by said James W. Camp, as guardian of your orator, is valid and binding on your orator and his estate; which, however, he charges it is not.

The premises considered, your orator prays that said William Brandon be made party defendant to this bill of complaint, and that he may true and perfect answer make thereto, and to the interrogatories herein contained upon his corporal oath, and more particularly that he may answer and state—

1st. Whether the defendant, Brandon, did not sell said land mentioned in exhibit C to said Camp, as guardian for your orator, and whether said Brandon did not execute said contract and title bond, marked exhibit C, as aforesaid.

2nd. Whether said Camp did not execute the deed of trust dated 23d August, 1843, referred to as exhibit D in this bill.

3rd. Whether, from the sale of said property mentioned in said deed of trust and otherwise, and from other sources, said Camp did not pay to said Brandon on account of said purchase five or six thousand dollars; if not, let him state how much was paid and when paid, and the amount of each payment.

4th. Whether said Camp did not die insolvent, and whether any person has administered upon his estate.

5th. Whether said Brandon does not claim a large balance as due to him on account of said contract set forth in exhibit C.

6th. Whether your orator is not a minor, under the age of twenty-one years, and whether said Camp did not act as his guardian.

And your orator prays that, by a decree of your honorable court, your honor may declare that said contract or purchase set forth in exhibit C shall be rescinded and annulled, and that an account may be taken of the payments made by said Camp as your orator's guardian, or otherwise on said contract, and that the amount thereof, when ascertained, may be decreed to be paid to your orator by said Brandon, or to his prochain ami, or to such person as may be by law authorized to receive it in your orator's behalf, and that said Brandon may be perpetually enjoined from enforcing said contract in any way whatever; and for such other and further relief as is just and equitable, &c.

Your orator prays for the writ of subpœna directed to said William Brandon, commanding him, &c., &c.; and he will ever pray, &c.

W. & J. A. S. ACKLEN,
Solicitors for complainant.

(Endorsed)—Filed in my office 4th October, 1847.
Teste: B. T. MOORE, *Clerk, D. C.*

Exhibit A to bill.

Exhibit A to complainant's bill.

James W. Camp, in account with John Yerger.

January 1, 1838.	To cash received for the hire of sundry negroes for the year 1837 - -	$549 00
	To interest on same for 6 years and 7 months, (to 1st August) - - -	216 82
January 1, 1839.	To cash received for the hire of negroes for 1838 - - - - - - -	549 00
	To interest on same for 5 years and 7 months - - - - - - -	183 88
February, 1838.	To cash received from Lewis Connor on note - - - - - - -	1,500 00
	To interest on same to 1st August, 1844, 6 years and 6 months - - -	585 00
Dec'r 25, 1838.	To cash received of Thomas D. Davenport - - - - - - -	675 00
	To interest on same to 1st Aug., 1844, 5 years 6 months and 25 days -	226 09
January 1, 1840.	To the amount of the hire of sundry negroes for the year 1839 - -	399 00
	To interest on same to 1st Aug., 1844, 4 years and 7 months - - -	109 55
	To the hire of boy, Bob, to A. V. Brown, 1839 - - - - -	150 00
	To interest on same to 1st August, 1844, 4 years and 7 months - - -	41 25
January 1, 1841.	To amount of the hire of sundry negroes, year 1840 - - - - -	399 00
	To interest on same to 1st August, 1844, 3 years and 7 months - - -	85 75
	To the hire of boy, Bob, to A. V. Brown, 1840 - - - - -	150 00
	To interest on same to 1st August, 1844, 3 years and 7 months - - -	32 25
January 1, 1842.	To amount of hire of sundry negroes for 1841 - - - - - - -	660 00
	To interest on same to 1st August, 1844, 2 years and 7 months - - -	100 50
January 1, 1843.	To amount of hire of sundry negroes for 1842 - - - - - - -	660 00
	To interest on same to 1st August, 1844, 1 year and 7 months - - -	63 90
January 1, 1844.	To amount of hire of sundry negroes for 1843 - - - - - - -	660 00
	To interest on same for 7 months -	21 30
		$8,017 29

(Endorsed)—Written out by J. Kinkle or W. C. Bibb.

I examined this account with Col. Camp, and he admitted that he owed John C. Yerger this amount. Sept. 12th, 1846.

JOS. A. S. ACKLEN.

Exhibit B to bill.

Exhibit B to complainant's bill.

John Yerger, in account with James W. Camp, guardian, Dr.

February 1, 1843. To cash paid Mr. Exum, difference between Ephraim and Jerry, $150 00.

August 14, 1843. To cash paid for negro men, Jacob, Harry, Cash, Jackson, Charlotte, Giles, Abram and his wife Milly, Lizzy, and little Abram:

Jacob - - - - - - - - -	$210
Giles and Chocklate - - - - - - -	50
Abram - - - - - - - - -	210
Willis - - - - - - - - -	320
Milly and 2 children - - - - - - -	530
Harry, Cash - - - - - - - -	410
Jackson - - - - - - - - -	310
	$2,040

Exhibit C to bill.

Exhibit C to complainant's bill.

Know all men by these presents, that I, William Brandon, am held and firmly bound to pay unto James W. Camp, as guardian of John C. Yerger, who is an infant, under the age of twenty-one years, and for the sole benefit of said John C. Yerger, the just and full sum of sixteen thousand dollars.

In testimony whereof I hereunto set my hand and seal, this twenty-third day of August, 1843.

The condition of the above obligation is such, that whereas, heretofore, to wit, on the fourteenth day of August, 1843, at a sale made on the day last mentioned, by James W. McClung, by virtue of a deed of trust, bearing date August 8th, 1842, and duly recorded in the clerk's office of the county court of Madison county, Alabama, in book T, page 265, executed by James W. Camp to James W. McClung, for the benefit of Daniel B. Turner and others, and also by virtue of a subsequent deed, bearing date May the 22d, 1843, and duly recorded in the clerk's office of the county court of Madison county, Alabama, in book T, page six hundred and five, executed by the same parties, the said William Brandon purchased at said sale the tract of land whereon the said James W. Camp then lived, and now lives, containing nine hundred and sixty acres; and whereas the said James W. Camp, as guardian of said John C. Yerger, and for the benefit of said

John C. Yerger, has this day purchased of said William Brandon said tract of land for the sum of eight thousand dollars, to be paid within two years from the date of this instrument, with legal interest thereon until paid.

Now, if the said William Brandon, upon the payment of said eight thousand dollars, with the legal interest which may have lawfully accrued thereon, shall, will, and truly make, or cause to be made, unto James W. Camp, for the use of said John C. Yerger, a full and complete conveyance by deed of all the interest which he, the said William Brandon, hath acquired by virtue of said sale and purchase, in and to said tract of land whereon the said James W. Camp now lives, containing nine hundred and sixty acres, subject to the rights and claims of all persons not claiming under him, the said William Brandon, then the above obligation to be void, else to remain in full force and effect.

Attest: WM. BRANDON. [SEAL.]

SILAS PARSONS,
SAML. PEETE.

Deed—James W. Camp to William Brandon.

Exhibit D to bill.

Exhibit D to complainant's bill.

This indenture, made and entered into this 23d day of August, 1843, between James W. Camp and William Brandon, both of the county of Madison, and State of Alabama, witnesseth: That whereas the said James W. Camp is justly indebted to said William Brandon, by his said Camp's note under seal, of which the following is a copy:

HUNTSVILLE, *August* 23, 1843.

Within two years from the date above, I, James W. Camp, as guardian of John C. Yerger, promise to pay William Brandon eight thousand dollars with interest from date, being the amount which I, as guardian, have agreed to give the said William Brandon for the tract of land whereon I now live, for the benefit of said John C. Yerger.

In testimony whereof I hereunto set my hand and seal.

JAMES W. CAMP. [SEAL.]

Which debt the said James W. Camp is willing and desirous to secure.

Now, for and in consideration of the premises, and of the sum of one dollar to said Camp by said Brandon in hand paid, at and before the sealing and delivery of these presents, he, the said James W. Camp, has bargained, sold, released, granted, and conveyed, and by these presents does bargain, sell, release, grant, and convey, to the said William Brandon, four yoke of oxen and the yokes, 39 head of cattle, 300 head of hogs, 46 sheep, 20 single Cary ploughs, 8 two horse Cary

ploughs, 20 cotton harrows, 15 head of mules, one bay horse, one sorrel mare, one sorrel horse, one other bay horse, and one other sorrel horse, 36 shovel and bull tongue ploughs, 20 sweeps, one lot of old iron and wagon tire, one set blacksmith's tools, 20 pair plough gear, two horse wagons, two carts, one set of wagon gear, 20 weeding hoes, 15 chopping axes, 6 spinning wheels, 14 stacks of oats, one wagon, (ox,) a crop of cotton, supposed to be three hundred and fifty acres, be the same more or less, now standing on the plantation in said county, which said Camp heretofore purchased of Le Roy Pope; also a crop of corn supposed to be four hundred and fifty acres, be the same more or less, now growing on said plantation, two hundred barrels of old corn, now on said plantation, about one hundred and fifty bushels of wheat in a lot; all the foregoing property is on said plantation, and heretofore belonged to the same. To have and to hold all the above described property to said William Brandon, his executors, administrators, or assigns forever. Upon trust, nevertheless, that said Brandon shall take immediate possession of all the above described property, that he shall gather said crops and sell them, and all the other property above described, either at public or private sale, as may appear best for ready money; that said Brandon may retain out of the proceeds of sales reasonable compensation for his trouble and expense in execution the trust hereby created. And the said Brandon shall apply the residue of said proceeds to the payment, as far as they will extend, of the debts first above mentioned, all to be done as early as practicable. And the said William Brandon hereby covenants, to and with the said James W. Camp, that he, the said William Brandon, will faithfully execute the trusts above reposed in him, but without being responsible for losses beyond his control.

In witness whereof the parties to these presents have hereunto set their hands and seals, day and year first above written. So much of the foregoing deed as related to Ben and Peter was erased before its execution.

JAMES W. CAMP, [SEAL.]
WM. BRANDON. [SEAL.]

Attest:
SILAS PARSONS,
S. PEETE.

Before me, Richard B. Purdom, clerk of the county court of Madison county, in the State of Alabama, personally appeared James W. Camp and William Brandon, whose names are subscribed to the above deed, and acknowledged the signing, sealing, and delivery of said deed on the day of its date for the purposes therein named.

Given under my hand and seal, this 28th August, 1843.

RICH'D B. PURDOM. [SEAL.]

The foregoing deed was delivered into the office of the clerk of the county court of Madison county, in the State of Alabama, for registra-

tion, on the twenty-eighth day of August, eighteen hundred and forty-three, and was duly registered on the same day and year.

RICH'D B. PURDOM, *Clerk, C. C.*

A true copy, teste:

JNO. W. OTEY, *Clerk, C. C.*

And on the said fourth day of October, one thousand eight hundred and forty-seven, being a rule day of said district court, an entry was made as followeth:

Order at October rule day, 1847, awarding subpœna.

"Comes said plaintiff, by his said solicitors, and on his application, by his said solicitors, this day made, it is ordered that a subpœna issue in this cause against said defendant, William Brandon."

And afterwards, to wit, on the ninth day of October, in the year one thousand eight hundred and forty-seven, a writ of subpœna in said cause was issued in the words and figures following, to wit:

Subpœna.

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

You are hereby commanded to summon William Brandon, who is a citizen of the State of Alabama, residing in the northern district thereof, that he, laying aside all excuse, appear personally, at the office of the clerk of the district court of the United States, for the northern district of Alabama, at the court-house in the town of Huntsville, in said northern district, on the rule day, to be held on the first Monday in November next, to answer the bill of complaint of John C. Yerger, a minor, under the age of twenty-one years, who sues by his next friend, George S. Yerger, who is a citizen of the State of Mississippi, plaintiff, exhibited on the chancery side of said court, against said William Brandon, defendant, a certified copy of which bill of complaint is herewith issued, to be by you delivered to the said William Brandon. Herein fail not, and have you then and there this precept, with your return thereon endorsed.

Witness the honorable William Crawford, judge of said district court of the United States, for the northern district of Alabama, this ninth day of October, in the year of our Lord one thousand eight hundred and forty-seven, and of the independence of the United States of America the seventy-second year.

[SEAL.]

Attest: B. T. MOORE,
Clerk of said court.

Issued ninth day of October, 1847.

Mem.—The defendant is to enter his appearance in this suit in the

clerk's office, on or before the day at which this writ is returnable, otherwise the bill aforesaid may be taken pro confesso.

Attest: B. T. MOORE,
Clerk, U. S. D. C., N. D., Ala.

Marshal's return on subp.

(Marshal's return.) Executed 9th October, 1847.
BENJAMIN PATTERSON,
Marshal, N. district, Alabama.

And afterwards, to wit, on the fifteenth day of November, in the year of our Lord one thousand eight hundred and forty-seven, was filed in the office of the clerk of said district court the answer of said defendant, William Brandon, to the bill of complaint in said cause in the words and figures following, to wit:

Answer of defendant, William Brandon.

The answer of William Brandon, of Madison county, in the State of Alabama, to the bill filed, and still pending against him, by John C. Yerger, by his next friend, in the district court of the United States, for the northern district of Alabama, at Huntsville.

This defendant, the said William Brandon, now and at all times hereafter, reserving to himself all advantage of the errors, defects, and imperfections of said bill, for answer thereto, or so much and such parts as he is advised is material for him to [answer,] says, that this defendant did execute a bond, for title of which complainant's exhibit (C) is a substantial copy. The sale of the land and the contract shown by said exhibit are admitted by this defendant.

It is also admitted that the deed of trust, bearing date 23d of August, 1843, of which complainant's exhibit (D) is [a] substantial copy, was executed by said James W. Camp and this defendant.

This defendant sold all the property embraced in said deed of trust, except that hereinafter stated, for five thousand two hundred and thirty-four dollars and twenty-three cents; said deed of trust, amongst other things, provides that this defendant should gather the crops and sell them, and the other property therein embraced, and that he might out of the proceeds of said sale retain reasonable compensation therefor.

And this defendant avers, that a reasonable compensation for his expenses and trouble in gathering said crops, and selling them, and the other property, amounts to the sum of one thousand eight hundred and sixty-eight dollars and forty-seven cents. A paper marked (H,) containing said sales and amounts thereof, and expenses and trouble, and amount thereof, is herewith filed, and prayed to be taken as a part of this answer.

Some short time after the making of said deed of trust, Thomas Brandon and Meredith Calhoun had their execution against said Camp levied upon the following property embraced in said deed, to wit, one sorrel horse,

one bay horse, one sorrel mare, thirteen mules, six oxen, thirty-one cattle, forty-six sheep, one wagon, two chains, two carts, one wagon and body, and sold as the property of James W. Camp. For this defendant sued them and Robert W. Coltart, the officer who levied and sold, in the circuit court for said county, and at the February term, 1846, thereof, recovered a judgment against them for the sum of sixteen hundred and seven dollars and thirty-eight cents. This sum defendant soon thereafter collected. But to be deducted from this latter sum are the fees of his attorneys, who prosecuted said suits, which fees have not yet been ascertained and settled. These two sums of money are all defendant every received from said Camp, who never otherwise, or out of, or from any other source, or in any other manner whatever, paid any thing to him on account of said land. But after deducting the balance thus to be ascertained, the residue of said purchase money for the land is still due and unpaid.

Said Camp, as this defendant believes, died insolvent; such is the general belief in the community.

Said Camp at the time of his death, and for many years before, residing in said county of Madison, and State of Alabama; he died intestate as this defendant has been informed and believes; letters of administration upon his estate had not, by the orphan's court of said county, or by any other tribunal, been granted to any person.

Complainant's father lived and died in the State of Tennessee, at which time complainant was quite a small boy, and he is still under the age of twenty-one years.

Some years ago said Camp brought complainant to said county of Madison, where he kept and treated him as a member of his family, and seemed to control him and his property. But this defendant has been informed, believes it to be true, and so states, that said Camp never was by any court, either in the State of Tennessee or Alabama, appointed the guardian of complainant, nor was he so appointed by the will of complainant's father. In fact, he never was complainant's guardian.

This respondent further shows, that at the time when said contract was made, as is shown by exhibit (C) to said bill, and for many years before said Camp and this defendant resided in said county of Madison, that the said bond, of which said exhibit C is a copy, and said deed of trust, of which exhibit D is a copy, and the note under seal executed by said Camp, and which is copied in said deed of trust, were each and all executed in said county of Madison, and State of Alabama. Said contract was made entirely in said county, and all the property mentioned in said deed of trust was owned and possessed by said Camp, in said county, as his own individual property, at and before the time when said contract, deed of trust, and sealed note were executed.

Defendant further shows, that the whole of the property mentioned and embraced in said deed of trust, and sold by this defendant under it, was exclusively the individual property of said Camp; that he held and possessed it in that right, and in that right only; not one particle of

it ever belonged, was held, or possessed by him as the guardian, either real or assumed, of complainant; nor was the same, or any part of it, ever owned by or in the possession of complainant, or of his father, or any other person for complainant's use or benefit.

Said purchase was made by said Camp to be paid for out of his own individual property, means, and money, and personal responsibility, and not out of the property, money, or means of complainant. And so far as this defendant knows or believes, said purchase was so made without the request or knowledge of complainant.

At the time of said purchase said land was worth the sum said Camp agreed to pay for it. Defendant thought so then, and still thinks so. And so far as this defendant knows or believes, in making said sale and purchase, there was no fraud intended by said Camp or this defendant against complainant; and it certainly did not have the effect to defraud him.

Defendant insists that his lien for the balance of the purchase money for said land, with interest thereon, to be ascertained as before stated, is good, valid, and binding. And he is ready and willing, when said balance is paid to him, to convey said land according to said contract, or as this court may direct.

This defendant insists that the personal representative of said James W. Camp ought to be made a party to this suit, and that complainant ought not to proceed in it till such representative is made a party.

For this defect, this defendant objects to said bill, and prays to have the benefit of this his objection.

This defendant positively denies all manner of combination, collusion, and fraud. And, having fully answered, prays to be dismissed hence with his costs.

PARSONS & ROBINSON,
Counsel for defendant.

District court of the United States, for the northern district of the State of Alabama, at Huntsville, in the State of Alabama.

THE STATE OF ALABAMA,
Madison county, ss.

Personally appeared before me, Elijah Hansbrough, master in chancery for said court, William Brandon, and made oath that all the facts stated and set forth in the foregoing answer, by him signed, so far as they are stated of his own knowledge, are true; and so far as stated upon the information of others, he believes to be true.

WILLIAM BRANDON.

Sworn to and subscribed before me, this 15th day of November, 1857.
ELIJAH HANSBROUGH,
Master in chancery.

(Endorsed.) "Filed in my office, this 15th November, 1847.
Teste: B. T. MOORE, *Clerk, D. C.*

Exhibit H to answer.

Exhibit H to defendant, William Brandon's answer.

Amount of money received from the proceeds of the deed of trust, executed by James W. Camp, on the 23d *of* day of August, 1843, to Wm. Brandon, trustee.

Sept'ber 15, 1843.	By sale of cattle - - -	$40 00
" 16,	By sale 116 head of hogs, at 18s.	348 00
" "	By sale 1 horse - - - -	15 00
October 21,	By amount of sale at public auction - - - - - -	322 09½
November,	By amount of sale, 1 mule -	75 00
January 1, 1844.	By sale 325 barrels of corn, at 6s.	325 00
February 14,	By 38 bales cotton sold in New Orleans - - - - -	1,310 82
March 14,	By 12 do do do -	402 72
April,	By 62 barrels corn at 6s. - -	62 00
April 22,	By 15 bales cotton sold in New Orleans - - - -	372 79
May 25,	By 73 do do do - -	1,347 04
June	By 20 barrels corn at 6s. - -	20 00
July,	By 80 do do 4s. 6d. -	60 00
August,	By 225 do do 4s. 6d. -	168 75
September,	By 69 do do 6s. - -	39 00
January 1, 1845.	By 158 do do 6s. - -	158 00
" 10,	By balance corn - - -	148 00
January, 1844.	By 20 barrels corn at 6s. - -	20 00
		$5,234 23½

1844. *Charges.*

To amount paid for bagging and rope, twine, time of hands, hauling and tightening cotton, paid packing out cotton expenses, and trouble of executing deed of trust - - - - - - -	$1,402 47¾	
Amount paid Snodgrass, overseeing as per receipt - - - - - - -	466 00	
		1,868 47¾
		$3,365 75¾

And afterwards, to wit, on the second day of May, in the year one thousand eight hundred and forty-eight, were filed in the office of said district court clerk, the exceptions of said complainant to the answer of said defendant, in the words and figures following, to wit:

Exceptions to defendant's answer.

The United States district court, in chancery court at Huntsville,

between John C. Yerger, who sues by his next friend, George S. Yerger, complainant, and William Brandon, defendant.

Exceptions taken by the said complainant to the insufficient answer of the said defendant, William Brandon, to the said complainant's bill of complaint.

1st. For the said defendant, William Brandon, hath not, to the best and utmost of his knowledge, remembrance, information, and belief, answered and set forth, whether Col. Camp did not act and hold himself out as the guardian of John C. Yerger, and have possession of his negroes.

2d. For that the said defendant hath not answered to the best of his knowledge, information, or belief, whether Col. Camp was not indebted to John C. Yerger for the hire of his negroes, as stated in the account annexed to the complainant's bill.

In all which particulars, the said complainant excepts to the answer of the said defendant, William Brandon, as evasive, imperfect, and insufficient, and prays that the said defendant, William Brandon, may be compelled to put in a full and sufficient answer thereto.

ACKLENS & CLAY,
Counsel for complainant.

Endorsed: Filed 2d May, 1848.
Teste: T. B. MOORE, *Clerk.*

And on the said second day of May, in the year of our Lord one thousand eight hundred and forty-eight, was filed in the office of the clerk of said district court a bill of revivor in said cause, in the words and figures following, to wit:

Bill of revivor.

To the honorable William Crawford, judge of the district court of the United States, for the northern district of Alabama, at Huntsville.

John C. Yerger, a minor, under the age of twenty-one years, of Vicksburg, a citizen of the State of Mississippi, who sues by his next friend, George S. Yerger, also a citizen of the State of Mississippi, brings this his bill of revivor against William H. Jones and Robert Brandon, citizens of the State of Alabama, residing in said northern district, executors of the last will and testament of William Brandon, late of the State and district aforesaid, deceased.

And thereupon your complainant complains and says, that, on the 4th October, in the year 1847, complainant filed his original bill, in this honorable court, against William Brandon, and that, after the filing of said bill, the said William Brandon departed this life, first making his last will and testament, appointing the said William H. Jones and Robert Brandon his executors.

Your complainant further shows, that the said William H. Jones and Robert Brandon have obtained their letters testamentary and qual-

ified as executors, in the county court of Madison county, in the said northern district, where also the will of their testator was proved and established, and are now acting as such executors.

Therefore your complainant prays, that the said suit and proceedings, which became so abated by the death of William Brandon as aforesaid, may stand and be revived against the said William H. Jones and Robert Brandon, as executors as aforesaid, and be in the same cond tion as the same was at the time of the death of said William Brandon; and that your complainant may have the benefit thereof, or that the said William H. Jones and Robert Brandon may show cause why the said suit and proceedings should not be so revived, and that the same may be revived accordingly.

May it please your honor to grant the writ of subpœna of the United States of America, to be directed to said William H. Jones and Robert Brandon, executors as aforesaid, commanding them to appear in this honorable court, on a certain day and under a certain penalty in said subpœna to be specified, to show cause, if any they have or can, why the said suit and proceedings should not be revived against them, as executors as aforesaid, and that they make full and sufficient answers to said bill.

ACKLENS & CLAY,
Counsel for complainant.

Endorsed: Filed in office second day of May, 1848.
Teste: B. T. MOORE, *Clerk.*

And afterwards, to wit, on the fifth day of August, in the year of our Lord one thousand eight hundred and forty-eight, was issued in said cause a writ of subpœna, upon said bill of revivor, in the words and figures following, to wit:

The subpœna on the bill of revivor.

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

You are hereby commanded to summon William H. Jones and Robert Brandon, executors of the last will and testament of William Brandon, deceased, who are citizens of the State of Alabama, residing in the northern district thereof, that they, laying aside all excuse, appear personally at the office of the clerk of the district court of the United States, for the northern district of Alabama, at the court-house, in the town of Huntsville, in said northern district, on the rule day, to be held on the first Monday in September next, to answer the bill of revivor of John C. Yerger, an infant, who sues by his next friend, George S. Yerger, (both of whom are citizens of the State of Mississippi,) plaintiff, exhibited on the chancery side of said court against the said William H. Jones and Robert Brandon, executors of the last will and testament of William Brandon, deceased, as aforesaid, defendants; a

certified copy of which bill of revivor is herewith issued, to be by you delivered to the William H. Jones and Robert Brandon, executors, &c., as aforesaid.

Herein fail not, and have you then and there this precept, with your return thereon endorsed.

Witness the honorable William Crawford, judge of said district court of the United States, for the northern district of Alabama, [SEAL.] this fifth day of August, in the year of our Lord one thousand eight hundred and forty-eight, and of the independence of the United States of America the seventy-third.

Attest: B. T. MOORE,
Clerk of said court.

Issued 5th day of August, 1848.

Mem.—The defendants are to enter their appearances in this suit in the clerk's office, on or before the day at which this writ is returnable; otherwise the bill aforesaid may be taken pro confesso.

Attest: B. T. MOORE,
Clerk, D. C., U. S., N. D., Ala.

Marshal's return on subpœna.—Marshal's return.

Executed 19th August, 1848.

BENJ. PATTERSON,
Marshal, N. D., Ala.

And afterwards, to wit, on the twenty-ninth day of November, being a day of a term of the district court of the United States, for the northern district of Alabama, begun and held at the court-house, in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty-nine.

Order overruling defendants' motion to dismiss bill for want of a replication.

Come the parties, by their solicitors, and the motion of said defendants to dismiss said bill for the want of a replication, being argued by counsel and understood by the court, it is ordered by the court that said motion be overruled.

Order granting leave to plaintiff to file replication.

And the motion of said complainant for leave to file a replication in said cause being heard, it is ordered that said complainant be allowed to file his replication in said cause instanter; and said replication is filed accordingly.

Order that security for costs be given within sixty days.

And on motion of said defendants, it is ordered that security for costs

in the prosecution of this cause be given within sixty days from the adjournment of this court.

Order granting leave to take testimony, and to continue.

And on motion of said plaintiff, leave is given to take testimony; and it is further ordered that this cause be continued.

The complainant's replication to said defendant, William Brandon's answer, filed by leave of the court, as specified in the foregoing order.

Replication.

"JOHN C. YERGER, a minor, &c., by his next friend, George S. Yerger,
vs.
W. BRANDON'S executors.

"This repliant, saving and reserving to himself, now and at all times hereafter, all manner of benefit and advantage of exception which may be had or taken to the manifold insufficiencies of the said answer, for replication thereto say, that he will aver, maintain, and prove his bill of complaint to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant; without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed or avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver, maintain, and prove, as this honorable court shall direct; and humbly prays as in and by his said bill he has already prayed.

CLAY & ACKLEN,
Sols. for complainant."

"Endorsed: Filed 29th Nov., 1849.
"Teste: B. T. MOORE, *Clerk.*"

Suretyship for costs.

(Securityship for costs, &c.)

"I acknowledge myself the complainant's security for the costs in prosecution of this cause.
"Given under my hand and seal this 22nd April, 1850.
JOSEPH C. BRADLEY. [SEAL.]"

The foregoing securityship for costs is endorsed on the bill of complaint.

And afterwards, to wit, on the twenty-third day of May, being a day of a term of the district court of the United States, for the northern dis-

trict of Alabama, at Huntsville, begun and held at the court-house, in the town of Huntsville, in said district, on the third Monday in said month, (May,) in the year of our Lord one thousand eight hundred and fifty.

Order overruling motion to dismiss, because surety for costs was not given in sixty days.

Come the parties, by their solicitors, and the motion of said defendants, to dismiss said bill, because the security for costs was not given within sixty days from the adjournment of the last term of this court, being heard by the court, is overruled.

Order extending time to take testimony, and appointing Ed. Dillahunty a commissioner, and to continue cause.

And the motion of said complainant for an enlargement of the time to take testimony being argued by counsel, and understood by the court, it is ordered by the court, that each party be allowed until the first Monday in October next, to take depositions, and that each party may retake depositions in said cause; and it is further ordered, that Edmund Dillahunty, of Tennessee, be appointed a commissioner to take depositions in said cause, and that this cause be continued.

And afterwards, to wit, on the twenty-ninth day of November, being a day of a term of said district court, begun and held at the court-house, in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and fifty.

Order to retake deposition of J. A. S. Acklen.

Come the parties, by their solicitors, and on the motion of said complainant, by his solicitors, leave is granted him to retake the deposition of Joseph A. S. Acklen, esq.

Order allowing each party to take deposition, &c.

And it is further ordered, that each party be allowed to take testimony in said cause until the third Monday in April next.

Order to continue.

And it is further ordered, that this cause be continued.

And afterwards, to wit, on the twentieth day of May, being a day of a term of said district court, begun and held at the court-house, in the town of Huntsville, in said district, on the third Monday in said month, (May,) in the year of our Lord one thousand eight hundred and fifty-one.

Order that each party may take testimony till next term.

Come the parties, by their solicitors, and on motion leave is given either party to take testimony in said cause, until the next term of this court.

Order to continue.

And it is further ordered that this cause be continued.

And afterwards, to wit, on the ninth day of November, being a day of a term of said district court, begun and held at the court-house, in the town of Huntsville, in said district, on the second Monday in said month, (November,) in the year of our Lord one thousand eight hundred and fifty-two.

Order to publish testimony.

Come the parties, by their solicitors, and by their consent it is ordered, that publication of the testimony in said cause be made.

Order relative to proof of deed of trust, by S. Peete, one of the subscribing witnesses.

And on motion of said respondents, by their solicitors, Samuel Peete, one of the subscribing witnesses to the deed of trust made by James W. Camp to William Brandon, which is an exhibit to the answer in said cause, is examined in open court touching the execution of said deed of trust; and the same being satisfactorily proven, it is ordered by the court, that the same be entered upon record.

The deed of trust from James W. Camp to William Brandon, which was proven by Samuel Peete, one of the subscribing witnesses thereto, and said to be an exhibit to the answer in this cause.

Deed of trust from J. W. Camp to W. Brandon, proven in open court, said to be an exhibit to answer.

"This indenture, made and entered into this 23d day of August, 1843, between James W. Camp and William Brandon, both of the county of Madison, and State of Alabama, witnesseth: That whereas the said James W. Camp is justly indebted to said William Brandon, by his, said Camp's, note, under seal, of which the following is a copy:

HUNTSVILLE, *August* 23, 1843.

Within two years from the above date, I, James W. Camp, as guardian of John C. Yerger, promise to pay William Brandon eight thousand dollars, with interest from date, being the amount which I, as guardian, have agreed to give the said William Brandon for the

2310.

tract of land whereon I now live, for the benefit of said John C. Yerger.

In testimony whereof I hereunto set my hand and seal.

JAMES W. CAMP. [SEAL.]

Which debt the said James W. Camp is willing and desirous to secure.

Now, for and in consideration of the premises, and of the sum of one dollar to said Camp by said Brandon in hand paid, at and before the sealing and delivery of these presents, he, the said James W. Camp, has bargained, sold, released, granted, and conveyed, and by these presents does bargain, sell, release, grant, and convey, to the said William Brandon, four yoke of oxen and the yokes, thirty-nine head of cattle, 300 head of hogs, 46 sheep, 20 single Cary ploughs, eight two-horse Cary ploughs, 20 cotton harrows, 15 head of mules, one bay horse, one sorrel mare, one sorrel horse, one other bay mare, and one other sorrel horse, 36 shovel and bull-tongue ploughs, 20 sweeps, one lot of old iron and wagon tyre, one set blacksmith's tools, 20 pair plough gear, two horse wagons, two carts, one set of wagon gear, 20 weeding hoes, 15 chopping axes, 6 spinning wheels, 14 stacks of oats, one wagon, (ox,) a crop of cotton, supposed to be three hundred and fifty acres, be the same more or less, now standing on the plantation in said county, which said Camp heretofore purchased of LeRoy Pope; also a crop of corn, supposed to be four hundred and fifty acres, be the same more or less, now growing on said plantation; two hundred barrels of old corn, now on said plantation; about one hundred and fifty bushels of wheat, in a lot. All the foregoing property is on said plantation, and heretofore belonged to the same.

To have and to hold all the above described property to said William Brandon, his executors, administrators, or assigns forever; upon trust, nevertheless, that said Brandon shall take immediate possession of all the above described property; that he shall gather said crops and sell them, and all the other property above described, either at public or private sale, as may appear best, for ready money; that said Brandon may retain, out of the proceeds of said sales, reasonable compensation for his trouble and expense in execution [of] the trusts hereby created; and the said Brandon shall apply the residue of said proceeds to the payment, as far as they will extend, of the debt first above mentioned; all to be done as early as practicable. And the said William Brandon hereby covenants, to and with the said James W. Camp, that he, the said William Brandon, will faithfully execute the trust above reposed in him, but without being responsible for losses beyond his control.

In witness whereof the parties to these presents have hereunto set their hands and seals, day and year first above written.

Attest. So much of the foregoing deed as related to Ben and Peter was erased before its execution.

JAMES W. CAMP, [SEAL.]
WM. BRANDON. [SEAL.]

SILAS PARSONS,
S. PEETE.

Before me, Richard B. Purdom, clerk of the county court of Madison county, in the State of Alabama, personally appeared James W. Camp and William Brandon, whose names are subscribed to the above deed, and acknowledged the signing, sealing, and delivery of said deed on the day of its date for the purposes therein named.

Given under my hand and seal, this 28th August, 1843.

RICH'D B. PURDOM. [SEAL.]

The foregoing deed was delivered into the office of the clerk of the county court of Madison county, in the State of Alabama, for registration, on the 28th day of August, eighteen hundred and forty-three, and was duly registered, on the same day and year, in deed book U, page 47.

RICH'D B. PURDOM, *Clerk, C. C.*

And afterwards, to wit, on the sixteenth day of November, in the year of our Lord one thousand eight hundred and fifty-two, being a further day of said term of said district court last aforesaid, an entry in said cause as followeth was made:

Order to suppress deposition of Ro. M. Kinkle.

"Come the parties, by their solicitors, and on motion of said defendants, and by consent, it is ordered by the court, that the deposition of Robert M. Kinkle, taken in said cause, be suppressed."

And afterwards, to wit, on the seventeenth day of November, in the year of our Lord one thousand eight hundred and fifty-two, being a further day of the said term of the said district court last aforesaid:

Final decree, dismissing said bill of complaints.

"Come the parties, by their solicitors, and this cause coming on for final hearing upon the bill of complaint, and the exhibits thereto, the answer of said defendant, and the exhibits thereto, and the proofs, &c., upon file, and the same having been duly heard, together with the argument of counsel thereon, and the same having been duly considered by the court, it is thereupon ordered, adjudged, and decreed by the court, that the said bill of complaint be dismissed, and that the said defendants go hence and recover against the complainant the costs of said cause.

Order granting an appeal to Supreme Court, United States.

And thereupon the complainant, by his solicitors, prayed an appeal to the next term of the Supreme Court of the United States, and it is ordered by the court that an appeal, as aforesaid, be granted to said complainant upon entering into bond, with approved security, in the penalty of five hundred dollars, conditioned as by law required.

2317.

Order that compl't, who is now of age, execute appeal bond.

And it appearing to the satisfaction of the court that the said complainant, John C. Yerger, has now arrived at lawful age, it is ordered by the court that the said John C. Yerger execute the appeal bond as aforesaid.

And afterwards, to wit, on the eighteenth day of November, in the year of our Lord one thousand eight hundred and fifty-two, being a further day of the said term of said district court:

Order approving appeal bond.

"This day comes said complainant, and with John C. Spotswood, his security, enters into an appeal bond, conditioned as required, which is approved and ordered to be filed."

The appeal bond. (Appeal bond.)

"Know all men by these presents, that we, John C. Yerger and John C. Spotswood, of the town of Huntsville, in the county of Madison, and State of Alabama, are held and firmly bound unto Robert S. Brandon and William H. Jones, executors of the last will and testament of William Brandon, deceased, in the sum of five hundred dollars; for the due payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this the eighteenth day of November, eighteen hundred and fifty-two.

The condition of the above obligation is such, that whereas, on the seventeenth day of November, eighteen hundred and fifty-two, being a day of a term of the district court of the United States, for the northern district of Alabama, begun and held at the court-house, in the town of Huntsville, in the district aforesaid, on the second Monday in November, eighteen hundred and fifty-two, in a cause therein pending in chancery, in the name of John C. Yerger, by his next friend George S. Yerger, complainant, vs. Robert S. Brandon and William H. Jones, executors of the last will and testament of William Brandon, deceased; upon the hearing of said cause the said bill of complaint was dismissed, at the costs of said complainant. And the said complainant, by his solicitors, having prayed an appeal to the next term of the Supreme Court of the United States, to be begun and held at the city of Washington, on the first Monday in next, which appeal was granted by the said district court:

Now, if the said complainant shall prosecute his said appeal to effect, and pay and satisfy all such costs as may be awarded against him by the said Supreme Court, then this obligation to be null and void, else to remain in full force and virtue.

JOHN C. YERGER, [L. S.]
JOHN C. SPOTSWOOD. [L. S.]

Signed, sealed, and delivered, in the presence of, and approved—
B. T. MOORE, *Clerk, D. C.*

Endorsed.

Filed in my office, this 18th day of November, 1852.
Teste: B. T. MOORE, *Clerk, D. C.*

Authenticated transcript of nuncupative will of A. Yerger.

Proofs, &c., authenticated transcript of the nuncupative will of Albert Yerger, deceased.

THE STATE OF TENNESSEE,
Giles county court, Nov. term, 1835.

The nuncupative will of Albert Yerger, deceased, was offered for probate; which will is in the words and figures following, to wit:

Albert Yerger, during his last sickness, at his own habitation or dwelling-house, in the town of Pulaski, in which dwelling-house he had previously resided more than ten days, being anxious of making a disposition of his property, and of giving directions as to the management of his estate, declared, in the presence of Edward R. Field, Thos. T. Armstrong, and Jefferson W. Olion, who were called upon by him for that purpose, his will or desire as expressed in the first item of this will; and he declared his will or desire, as expressed in the second item, in the presence of Edward R. Field and John M. Bell, who were called upon by him in like manner; and he declared his will or desire, as expressed in the third item, in the presence of Thomas T. Armstrong and Alston B. Estes, who were called upon by him in like manner; and he declared his will or wishes, as declared in the fourth item, in the presence of Edward R. Field, who was called upon by him in like manner.

Item first. He declared and desired his will to be, that his property should be equally divided between his wife and son, except his house and lot in Pulaski, which he wished his wife to have.

Item second. He stated he had made a verbal contract to exchange his house and lot with his brother, John K., but he presumed his brother would not insist upon it, and he wished it cancelled; and he desired and declared that he wished his wife to have his said house and lot in the town [of] Pulaski; and he also stated he wished Col. James W. Camp to manage his plantation, and to have discretionary power as to its management, and to sell it if he thought it most beneficial to do so; and he desired, and declared his will to be, that his son should have his plantation.

Item third. He took his gold watch in his hand, and stated that [he] wished his uncle William to be credited on the books of the firm for whatever balance was due him upon the watch, and the watch he gave to his son John.

Item fourth. He stated that he desired and wished the business in which he was a partner to be still carried on. He wished his brother John K. to manage and carry it on for, and in behalf of, his wife and child, as he thought best; and he did not wish his brother to return any schedule or inventory to court, or to give any kind of security.

And the court thereupon ordered process to issue, to call upon the widow and next of kin to contest said will, if they thought proper; which being executed upon the widow and John H. C. Yerger, the only son and heir of *of* said Albert Yerger, deceased; and the court being satisfied that said will was not intended to be contested, ordered the same to be proved.

Whereupon, Edward R. Field, Thomas T. Armstrong, and Jefferson W. Olion, all being sworn, depose and say, that they were present at the making of said will, or such parts or items thereof as is designated hereafter; that said will was made by said Albert Yerger during his last sickness, at his own dwelling, in the town of Pulaski, where he had previously resided more than ten days; and that the said will was reduced to writing within ten days after the said Albert Yerger's death, and that he was of sound and disposing mind when he made the same. And the said Edward R. Field, Thomas T. Armstrong, and Jefferson W. Olion state, that the said Albert Yerger then and there declared his will to be as set forth in the first item of said will; and the said Edward R. Field states that he specially required him to bear witness thereto, and the said Armstrong and Olion state that he called them to his bedside, [and made] the declaration and will as set forth in said first item; the said Edward R. Field makes the same statement, on oath, in relation to the second and fourth items; and the said Thomas T. Armstrong makes the same statement in relation to the third item. Alston B. Estes was also duly sworn, who states that he was present when the said Albert Yerger declared his will or desire to be as stated in the third item in said will; that it was during his last sickness, at his own dwelling-house in Pulaski.

Whereupon, Maria W. Yerger and John K. Yerger came into court, and were qualified as administratrix and administrator of Albert Yerger, deceased, with the said will annexed, and gave bond and security in [the] penalty of fifteen thousand dollars, conditioned as the law directs.

This will proved at November term, 1835.

GERMAN LESTER, *Clerk.*

STATE OF TENNESSEE, *Giles county, ss.*

I, Edward D. Jones, clerk of the county court of said county, hereby certify, that the foregoing is a true copy of the last will and testament of Albert Yerger, deceased, as the same is of record in my office.

In testimony whereof I have hereunto set my hand, and affixed the [L. S.] seal of said court, at the clerk's office, in the town of Pulaski, this 22d day of November, A. D. 1849.

E. D. JONES, *Clerk.*

STATE OF TENNESSEE, *Giles county.*

I, Edward W. Rose, chairman and presiding justice of the county court of Giles county, do hereby certify, that Edward D. Jones, whose signature is affixed to the foregoing certificate, is, and was when he signed the same, clerk of the county court of said county, duly elected

and qualified for that office; that his said certificate is in due form, and that full credit should be given to all his official acts and attestations as such clerk.

In witness whereof I have hereunto set my hand and affixed my seal officially, this 20th August, 1850.

EDW. W. ROSE, J. P. [SEAL.]
Presiding justice, Giles county court.

(Endorsed)—Filed in my office this the 9th November, 1852.
Teste: B. T. MOORE, *Clerk, D. C.*

The 1st deposition of Joseph A. S. Acklen.

Deposition of J. A. S. Acklen.

THE UNITED STATES OF AMERICA,
State of Tennessee.

Be it remembered, that on the 2d day of May, 18˜0. before me, John M. Lea, mayor of the city of Nashville, not being of counsel or attorney to either of the parties in a certain civil cause depending (on the equity side) in the district court of the United States of America, for the northern district of Alabama, at Huntsville, in the name of John C. Yerger, by his next friend, &c., and William H. Jones and Robert S. Brandon, executors of William Brandon, dec'd, defendants. nor interested in the event of said cause, personally appeared Joseph A. S. Acklen, living in the city of Nashville, county of Davidson, State aforesaid, a witness of sound mind and lawful age for the plaintiff, who being by me first carefully examined, cautioned, and sworn to testify the whole truth, did depose and say, as follows:

Question by complainant. Are you acquainted with the parties to this suit?

Answer. I am acquainted with the parties.

Question by same. Do you know who was the guardian of the complainant John C. Yerger? State whether or not James W. Camp was the guardian of complainant, and was so considered in the county by those acquainted with the parties.

Answer. James W. Camp was considered the guardian of complainant, acted as such, had the management and control of his property, and was treated and considered as guardian of complainant by those acquainted with the parties.

Question by same. Do you know whether or not James W. Camp was indebted to the complainant, John C. Yerger; if so, state all you know upon the subject; look upon the account here presented, marked exhibit A, attach the same to your answer, and tell all you know about said account.

Answer. Said exhibit marked A, is before me, annexed to and made a part of my deposition; the account was written either by Andrew Jackson Kinkle, or Wilson C. Bibb for James W. Camp; said accounts amounts to $8,017 29; I heard James W. Camp say said

account was correct, and he acknowledged that he (Camp) owed his ward, the complainant, John C. Yerger, said sum of $8,017 29.

(Said exhibit A is the same exhibit A to said bill of complaint.)

Question by same. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination on the matters in question in this cause; if yea, set forth the same fully, at large in your answer.

Answer. John C. Yerger lived with James W. Camp; said Camp had possession of said Yerger's (the complainant's) negroes and worked them on his (Camp's) plantation, and also kept possession of said negroes up to the time of his decease; Camp was considered insolvent at the time of his death; I will also state that Camp told me that he had purchased the farm from Brandon, for his ward, John C. Yerger, in consideration of his indebtedness to said Yerger, and that said purchase was intended to pay Camp's indebtedness up to Yerger; and further the deponent saith not.

JOSEPH A. S. ACKLEN.

And I, the said John M. Lea, mayor of the city of Nashville as aforesaid, do certify, that the reason for taking the foregoing deposition is, that the witness, the said Joseph A. S. Acklen, lives at a greater distance than one hundred miles from the town of Huntsville, the place of trial or hearing of said cause, pending as aforesaid between John C. Yerger, by his next friend, George S. Yerger, complainant, and William H. Jones and Robert S. Brandon, executors of William Brandon, dec'd, defendants, and that no notification of the time and place of the taking of said deposition from me to the said adverse parties, the defendants, to be present at the taking of the same, and put interrogatories if they thought fit, was made out and served on said adverse parties or their attorney, because neither said adverse parties, nor their attorney, was at the time of taking said deposition within one hundred miles of this place, where the said deposition is taken. I further certify, that said deposition was by me reduced to writing, and by said witness subscribed in my presence. I have retained the said deposition in my possession for the purpose of sealing up, directing and forwarding the same to the court for which it was taken.

In testimony whereof I have hereto set my hand and affixed my seal, this 2d day of May, 1850.

JOHN M. LEA, [SEAL.]
Mayor of the city of Nashville.

(Endorsed)—Filed in my office this 6th May, 1850.
Teste: B. T. MOORE, *Clerk, D. C.*

Interrogatories to W. J. Webster, a witness for complainant.

Interrogatories propounded to William J. Webster, a witness for complainant.

In the district court of the United States of America, for the northern district of Alabama, at Huntsville.

JOHN C. YERGER, by his next friend, &c.
vs.
WILLIAM H. JONES and Robert Brandon, executors of William Brandon, dec'd. } In chancery.

Interrogatories to be propounded to William J. Webster, a witness residing in Maury county, in the State of Tennessee, to be produced, sworn, and examined in a certain cause now pending and at issue, in the district court of the United States of America, for the northern district of Alabama, at Huntsville, wherein John C. Yerger, by his next friend, George S. Yerger, is complainant, and William H. Jones and Robert S. Brandon, executors of William Brandon, deceased, are defendants, on the part and behalf of the above named complainant.

1st. Are you acquainted with the parties to this suit?

2d. State whether or not James W. Camp was the guardian of John C. Yerger, and whether or not he acted as such guardian in the State of Tennessee, and was so considered by those acquainted with the parties; and state at what time said Camp left Tennessee, and whether or not he brought said Yerger with him to this State.

3d. Do you or not know how many negroes of John C. Yerger's Col. Camp had in his possession and employ; how many years he kept them, and what was their annual hire worth?

4th. State in what year John C. Yerger's father died, and where, and if Col. Camp did not collect money and sell property in the State of Tennessee belonging to John C. Yerger, and state the amount if you know it; state if James W. Camp was not largely indebted to John C. Yerger for the hire of his negroes, money collected, and property sold.

5th. State, if you know, how many negroes James W. Camp purchased at the trustee's sale by James W. McClung for John C. Yerger.

6th. State all you know of a deed of trust made by Jas. W. Camp, on the 23d of August, 1843, to William Brandon, in which McClung was trustee, and the amount of money Brandon told you, on the day of the burial, or any other time, of Col. Camp, he had received from that deed and other sources; and whether or not he said he was paid for a certain tract or parcel of land, sold by said Brandon to said James W. Camp for John C. Yerger; and state particularly whether or not said Brandon said to you, at this or any other time, that he, Brandon, was paid for said land, and ready to make titles to the same?

7th. State whether or not John C. Yerger's negroes, after the sale by McClung for the use of Brandon, did not assist in gathering the

crop, and were they not for six or seven months working for Brandon; what was the value of their hire for the time Brandon had them at work for him?

8th. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of your examination, or the matters in question in this cause; if yea, set *set* forth the same fully and at large in your answer.

ACKLIN & CLAY,
Solicitors for complainants.

(Endorsed:) Filed in my office this 27th day of April, 1850.
Teste, B. T. MOORE, *Clerk, D. C.*

Executed by handing an authenticated copy to defendants' attorney, April 27th, 1850.

BENJ. PATTERSON, *Marshal*,
By his deputy, R. W. COLTART.

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

I, Benjamin T. Moore, clerk of the district court of the United States, for the northern district of Alabama, certify that the above and foregoing is a full and true copy and complete transcript of the interrogatories, and the endorsement thereon, to be propounded to William J. Webster, a witness in the cause of John C. Yerger, by his next friend, George S. Yerger, complainant, against William H. Jones and Robert S. Brandon, executors of William Brandon, defendants, now pending in said court, on the chancery side thereof, and that no cross interrogatories have been filed in my office to be propounded to said witness.

In testimony whereof I hereto subscribe my name and affix the seal of said court, at office, in the town of Huntsville, in said district, this eighth day of May, A. D. one thousand eight hundred and fifty, and in the seventy-fourth year of American independence.

[SEAL.]

Attest: B. T. MOORE, *Clerk, D. C.*

Deposition of W. J. Webster.

THE UNITED STATES OF AMERICA,
State of Tennessee.

Be it remembered, that on this 14th day of May, 1850, before me, Edmund Dillahunty, judge of the circuit court for the 8th judicial circuit, in the State of Tennessee, not being of counsel or attorney to either of the parties in a certain civil cause depending in the district court of the United States of America, for the northern district of Alabama, at Huntsville, in the name of John C. Yerger, by his next friend, &c., plaintiff, against William H. Jones and Robert Brandon,

executors of William Brandon, deceased, defendants, nor interested in the event of said cause, personally appeared William J. Webster, living in the county of Maury, and State first aforesaid, a witness of sound mind and lawful age, for the said John C. Yerger, who being by me first carefully examined, cautioned, and sworn to testify the whole truth, did depose and say:

Answer to 1st interrogatory. I am.

Answer to 2d interrogatory. James W. Camp was the guardian of John C. Yerger, and acted as such as long as he, said Camp, lived; but at the time of the death of Albert Yerger, (father of John C. Yerger,) said Camp was a citizen of Madison county, Alabama, and after the death of Albert Yerger, he removed John C. Yerger to his home in Alabama.

Answer to 3d interrogatory. I do not know the number or the description of the negroes belonging to John C. Yerger, that were in the possession and employment of said Camp, but I would suppose there were seven or eight working hands, such as men, women, and boys; I am not able to say what their annual hire was worth, but I suppose them to be worth about four or five hundred dollars annually. I do not know the length of time said Camp kept them in his employ, but think it seven or eight years, or probably more.

Answer to 4th interrogatory. I do not remember the date of Albert Yerger's death, but think it about the year 1835; I think he died in Giles county, Tennessee. I do not know whether Col. Camp sold property or collected any money of John C. Yerger's or not, but I have understood of Col. Camp that he did, but to what amount I do not know, or remember of hearing; but that he, Col. Camp, was largely indebted to the said Yerger, as I have understood from Col. Camp.

Answer to 5th interrogatory. I do not remember the number of negroes *was* purchased at the trust sale of McLung; I bid them off and made the purchase for Col. Camp, and by his request, and paid the money for them, the sum of about two thousand dollars, perhaps $2,100, as well as I remember, and I took bills of sale of said negroes, conveying the titles to John C. Yerger; the purchase money that was paid for said negroes was furnished by Col. Camp to me, and I paid it over, according to his directions.

Answer to 6th interrogatory. I do not know any thing about the trust made by Col. Camp to William Brandon, in which McLung was trustee; in my opinion the deed of trust in which McLung was trustee, the said Brandon was not provided for, but in that the deed will show, reference being had to the same. Brandon, I don't think, ever told me he had ever received any money arising from that deed of trust, but Col. Camp made a sale of his crop, mules, farming utensils, &c., to the said Brandon, to what amount I do not know, but the amount was very considerable; this amount, whatever it was, was to go as a credit upon a purchase of the homestead plantation, the dower right excepted, which the said Brandon had bought at the trust sale made by the said

McLung, as trustee in a deed of trust, which the said Col. Camp was, by the sale of his crop, mules, and farming utensils, made to said Brandon, to redeem the said plantation for the benefit of John C. Yerger. On the day of the burial of Col. Camp, Mr. Brandon, in a conversation with me, stated there was a balance yet unpaid in the redemption of the homestead plantation, the amount of which he did not state at that time, but stated when the balance was paid, he was ready to make a title to the same, and asked me whether he should make the title to Mary J. Camp or John C. Yerger; I told him I thought, from all I knew of the matter, it would be right to make a title to John C. Yerger, it being the intention of Col. Camp, when he paid his crop, &c., to the said Brandon, as a credit in that purchase.

7th interrogatory. I do not know.

8th interrogatory. In an after conversation with Col. Brandon, and after the day of the burial of Col. Camp, say a year or two, Col. Brandon told me there was about twenty-five hundred dollars unpaid in the redemption of the homestead plantation, (as above mentioned,) and does not now recollect any thing more as asked in the 8th interrogatory, or otherwise. Further this deponent saith not.

WM. J. WEBSTER.

Subscribed and sworn to before me, this 14th day of May, 1850.

EDMUND DILLAHUNTY, *Judge, &c.*

And I, the said Edmund Dillahunty, judge, &c., as aforesaid, do hereby certify, that the reason for taking the foregoing deposition is, that the said witness, William J. Webster, lives at a greater distance than seventy-five miles from the town of Huntsville, the place of the trial of the said cause, and that no notification of the time and place of the taking of said deposition from me to the said adverse party, to be present at the taking of the same, and to put interrogatories if they think fit, was made out and served on said adverse party, [as neither the said adverse party] nor their attorney, was at the time of taking said deposition within seventy-five miles of this place where the said deposition is taken. And I further certify, that the said deposition [was] reduced to writing, and by said witness subscribed in my presence. I have retained the said deposition in my possession for the purpose of sealing up, directing, and forwarding it to the court, for which it was taken.

In testimony whereof I have hereto set my hand and seal, the word "no" interlined before signed, this 14th day of May, eighteen hundred and fifty.

EDMUND DILLAHUNTY, [SEAL.]

Judge of the 8th judicial circuit in the State of Tennessee.

(Endorsed)—Filed 20th May, 1850.

Teste: B. T. MOORE, *Clerk, D. C.*

The ded. pot.

The second deposition, &c., of William J. Webster.

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

To honorable Edmund Dillahunty, a commissioner of the town of , in the county of and State of Tennessee, greeting:

Know ye, that in confidence of your prudence, circumspection, and fidelity, we do hereby commission, authorize, and require you to call, and cause to come before you, at such time and place as you shall appoint, William J. Webster and Mary J. Crain, witnesses on behalf of the complainant in a certain cause now pending and for hearing in the district court of the United States of America, for the northern district of Alabama, at Huntsville, wherein John C. Yerger, by his next friend, George S. Yerger, is complainant, and William H. Jones and Robert S. Brandon, executors of the last will and testament of William Brandon, deceased, are defendants, and them, after being duly qualified, on oath, examine on the interrogatories exhibited by the said complainant, and the cross interrogatories of said defendant hereto annexed; and such examination so taken from under your hand and seal, send certified to the district court of the United States, for the northern district of Alabama, at Huntsville, at the term thereof to be held at the court-house in said town of Huntsville, on the fourth Monday in November next.

Witness Benjamin T. Moore, clerk of said court at office in Huntsville, this the third day of August, A. D. 1850, and in the 75th year of the independence of the U. S. of America.

[SEAL.]

B. T. MOORE, *Clerk*, *D. C.*

The interrogatories propounded to W. J. Webster and M. J. Crain, witnesses for complainant, and annexed to the foregoing ded. pot.

In the district court of the United States of America, for the northern district of Alabama, at Huntsville.

JOHN C. YERGER, by his next friend, &c.,
vs.
WILLIAM H. JONES & Robert S. Brandon, exrs., &c. } In chancery.

Interrogatories to be propounded to William J. Webster, a witness residing in *the* Maury county, in the State of Tennessee, and Mary J. Crane, a witness, also residing in said State; witnesses to be produced, sworn, and examined in a certain cause now pending and at issue in the district court of the United States of America, for the northern district of Alabama, at Huntsville, wherein John C. Yerger, by his next

friend, George S. Yerger, is complainant, and William H. Jones and Robert S. Brandon, executors of William Brandon, deceased, are defendants, on the part and behalf of the above named complainant.

Int. 1st. Are you acquainted with the parties to this suit; and were you acquainted with the late Col. James W. Camp in his lifetime?

Int. 2d. State whether or not James W. Camp was the guardian of John C. Yerger; whether he acted as such in the State of Tennessee, and was so considered by those acquainted with the parties; and state what year said Camp left Tennessee, and whether or not he brought said Yerger with him to the State of Alabama.

Int. 3d. Do you or not know what negroes and other property James W. Camp received from said Yerger's father's estate for said Yerger? How long, if at all, did Col. Camp have the possession and use of said Yerger's negroes; and what was their annual hire worth during that time?

Int. 4th. State in what year Jno. C. Yerger's father died, and when, and if Col. Camp did not sell property and collect money in the State of Tennessee belonging to said Jno. C. Yerger; and state the amount, if you know it; and state particularly if James W. Camp was not largely indebted to his ward, Jno. C. Yerger, for the hire of his negroes, property sold, and money collected by said Camp as guardian of said Yerger.

Int. 5th. (To William J. Webster.) Do you know any thing of a tract or parcel of land bought by James W. Camp from William Brandon for John C. Yerger; if yea, what was it worth in the year 1843? Were you acquainted with the place and plantations in the neighborhood and their value; would you or not think eight thousand dollars an exorbitant price for said plantation?

Int. 6th. (To William J. Webster.) Do you know anything of the amount of money paid by James W. Camp to William Brandon, for a tract of land bought by said Camp from said Brandon for John C. Yerger? If yea, state it fully. Did you ever hear said Brandon say how much he had received? Did you not hear said Brandon say that he had been fully paid, and was ready to make titles to the land? Did you hear said Brandon say anything on this subject, on the day of the burial of said Camp, or at any other time; if yea, state fully all he said on this subject.

Int. 7th. (To W. J. Webster.) State whether or not John C. Yerger's negroes were in the employ of William Brandon for six or eight months in gathering a crop. If yea, what year was this in, and what was the value of the hire of said negroes for the time they were used and employed by said Brandon?

Int. 8th. (To both witnesses.) Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material

to the subject of your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

ACKLEN & CLAY,
Solicitors for compt.

(Endorsed:) Filed 22d July, 1850.
Teste: B. T. MOORE, *Clerk.*

Cross interrogatories of defendants to said witnesses, W. J. Webster and M. J. Crain

Cross interrogatories.

In the district court of the United States, for the northern district of the State of Alabama.

JOHN C. YERGER, by his next friend,
vs.
WILLIAM BRANDON'S Executors.

Defendants will propound the following cross interrogatories to complainant's witnesses, William J. Webster and Mary J. Crain.

1st. What relation do you sustain to complainant Yerger?

2d. Do you make your statement in answer to complainant's 2d interrogatory upon your own knowledge, or upon information?

3d. If upon your own knowledge, then we wish you to state the facts upon which you found such an opinion?

4th. Do you make your statement in answer to complainant's 3d interrogatories upon your own knowledge, or upon information? If upon both, then state what part of it is upon your knowledge, and what part upon information.

5th. If in answer to complainant's 4th interrogatory you say Camp collected money and sold property, state how you know these facts. Were you present, and what kind of property did he sell?

6th. (To Webster.) If in answer to complainant's 6th interrogatory you say you heard such a conversation, then say if it was not a casual one.

7th. Or was it such an one as to arrest and claim your attention? If yea, what gave to it this impressive character?

8th. Did not Camp owe Brandon a debt on account of money paid by Brandon to Wilkins for him?

9th. Now, I wish you to state if it was not this Wilkins's debt about which you heard Brandon speak? Might you not have mistaken the one debt for the other?

10th. When did Camp die?

11th. After Camp made his deed of trust to Brandon, did he have any property left? If so, what was it and its value?

12th. After that deed did Camp have any means left, by or out of which he could have paid any considerable sum of money?

13th. If so, state those means, the value of them, when he got them, and how he disposed of them.

14th. If there was any property in Camp's possession after said deed, did it not belong to your sisters as their separate property? If there was any other not included in said deed, state it, and the value of it.

15th. Did not Camp at various times pay money for Yerger?

16th. If so, state each sum, and for what it was paid.

17th. After the making [of] said deed to said Brandon, was not Camp wholly insolvent?

Defendants object to complainant's 2d, 3d, 4th, and 7th interrogatories, because they seek to draw out incompetent proof.

ROBINSON,
Counsel for defendants.

(Endorsed:) Filed 2d day of August, 1850.
Teste: B. T. MOORE, *Clerk, D. C.*

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

I, Benjamin T. Moore, clerk of the district court of the United States, for the northern district of Alabama, at Huntsville, certify, that the foregoing pages of this sheet contain a full, true, and complete transcript of the interrogatories and cross interrogatories, to William J. Webster and Mary J. Crain, witnesses in behalf of the complainant in the cause now pending in the said district court, in the name of John C. Yerger, by his next friend George S. Yerger, complainant, against William H. Jones and Robert S. Brandon, executors of the last will and testament of William Brandon, defendants.

In testimony whereof I hereto subscribe my name and affix the seal of said district court, at office, in the town of Huntsville, [L. S.] in said district, this the third day of August, A. D. one thousand eight hundred and fifty, and of the independence of the United States of America the seventy-fifth.

B. T. MOORE, *Clerk, D. C.*

The deposition of said Wm. J. Webster, (2d.)

THE STATE OF TENNESSEE.

In pursuance to the enclosed commission to me directed, from the district court of the United States, for the northern district of Alabama, at Huntsville, I, Edmund Dillahunty, one of the circuit judges of the State of Tennessee, have caused to come before me, at my office in Maury county, and State of Tennessee, William J. Webster, aged thirty-nine years, a witness in behalf of complainant in a certain cause now pending, and for hearing in said district court of the United States of America, for the northern district of Alabama, at Huntsville, wherein John C. Yerger, by his next friend, George S. Yerger, is complainant, and William H. Jones and Robert S. Brandon, executors of the last

will and testament of William Brandon, deceased, are defendants; and the said William J. Webster being duly qualified by me on oath, was by me examined on the interrogatories exhibited by the said complainant, and the cross interrogatories [of] said defendants hereto annexed, and to the first interrogatory of said complainant he, the said William J. Webster, answers and says, that—

1. He is acquainted with the parties in this suit, and that he was well acquainted with the said Col. James W. Camp in his lifetime.

2. To the second interrogatory he says: That said James W. Camp was the guardian of the said John C. Yerger, and acted as such in the State of Tennessee; he was so considered by those acquainted with the parties; witness does not know what year said Camp left Tennessee; said Camp was a citizen of Alabama when he was appointed guardian of said John C. Yerger; he removed said Yerger from Tennessee, he thinks, about the year 1837, but said Camp was a citizen of Alabama long before that time; how long he does not know.

3. To the third interrogatory he states: That he does not know what negroes the said Camp received from his said father's estate, but he does know of six or eight working hands that he received, and which belonged to said John C. Yerger; witness thinks he got them in 1836 or 1837, and he worked them on his own farm, in Madison county, Alabama, up to his death, which he thinks was in 1845, the last year working them in partnership with his wife; he thinks that they would be of an annual average value of seventy-five dollars per year for each hand.

4. To the fourth interrogatory he states: That he thinks the father of John C. Yerger died in 1835; he knows nothing of [his] own knowledge of the sale of property or collection of money in the State of Tennessee, belonging to the said John C. Yerger, but he heard the said James W. Camp say, that he had sold all the perishable property belonging to the said John C. Yerger, in Tennessee; and witness himself saw about two hundred hogs, worth three or four hundred dollars, which the said Camp bought at the sale of Albert Yerger; and said Camp told witness, on more than one occasion, that he was indebted to the said John C. Yerger the amount of some six or seven thousand dollars; the precise amount he does not now recollect.

5. In answer to the fifth interrogatory said witness states: That he does know the tract of land bought by James W. Camp from William Brandon for John C. Yerger; that it was sold at a trust sale, (a dower right excepted,) in the year 1843, for forty-five hundred dollars; he is acquainted in the neighborhood, but not very well with the prices of lands; he thought the price paid for it, to wit, four thousand five hundred, a fair price, with its encumbrances; of course eight thousand dollars would be an exorbitant price, and he so states.

6. To the sixth interrogatory witness answers: That he does not know anything of his own knowledge, how much money was paid by said Camp to William Brandon, but he knows he received the crop of cotton, which he thinks was raised in the year 1843, which he under-

stood from Camp was secured on account of the aforesaid plantation; he also understood that he received a number of mules, and all the farming utensils to be appropriated in the same way; he has no particular recollection of the number of bales of cotton raised by Colonel Camp that year, or the value of cotton, but from his general knowledge of Camp's crops, and the number and value of his mules and farming utensils, he would suppose there would be very little, if any, short of paying the original price of forty-five hundred dollars; he has no personal knowledge of any contract between Camp and Brandon in the sale of the land or the last named property; and he never heard Brandon say, directly, how much he had received, and never heard him say that he had been fully paid, and was ready to make titles to the land; on the day said Camp was buried said Brandon came to witness, took him aside, and stated that there was a balance yet unpaid on the land, after which payment he was ready to make title, and inquired whether or not he should make it to John C. Yerger or to his sister, Mrs. Camp? Witness replied, that it would be right to make it to John C. Yerger, for that was the intention of Col. Camp; he at that time did not say what balance was due, but some twelve or eighteen months afterwards he told witness that there was some twenty-five hundred dollars still due, and insisted on witness's paying it off and taking it for his sister, which witness declined doing.

7. To the seventh interrogatory witness says: That the negroes of said John C. Yerger *was*, as he understood, in the employ of said William Brandon, gathering the crop that he bought from Camp, but how long, or the value of their services, witness cannot state.

8. To the eighth interrogatory the witness answers: That he knows nothing further of any matter or thing which he supposes might be a benefit or advantage to the parties at issue in this cause.

And he makes answer to the cross interrogatories as follows:

1. To the first cross interrogatory he answers: That he is noways related to the complainant, John C. Yerger; he understands that he is a grandson of Dr. John Camp, who was a brother of Col. James Camp, who married his (the witness's) sister.

2. To the second cross interrogatory witness answers: That he was not present when Col. James W. Camp was appointed guardian for plaintiff, John C. Yerger, and never has examined the records of the county court of Giles county, where it is supposed he was appointed, but he has frequently heard the said James W. Camp say that he was guardian, and knows he acted as such.

3. To the third cross interrogatory he says: That he has in his last answer stated the facts upon which his opinion is bottomed; he further knows that he was considered as guardian by those acquainted with both of them.

4. In answer to the fourth cross interrogatory he says: That his answer to complainant's third interrogatory was partly from his own knowledge and in part from what he heard in Camp's family; he visited his sister once or twice a year, and remained from a week to ten days

at a time, and travelled over the farm frequently when the negroes were at work; there were six or eight hands called Yerger's negroes by Col. Camp and others, consisting of men, women, and boys and girls, which he recollects; how many more he does not know; and in his answer to the third interrogatory to complainant, he is not to be understood that six or eight negroes were all that Yerger had, for he does not know.

5. In answer to the fifth cross interrogatory witness says: That he has already stated how he got information as to any facts he states in answer to complainant's fourth interrogatory; he was not present at any sale by Camp of property belonging to the estate of the father of the complainant, nor did he ever see him collect any money belonging to said estate; he saw the hogs, as he has already stated, and he heard said Camp say frequently that he was indebted to said complainant six or seven thousand dollars, the last time being the day of a trust sale at his house under a deed of trust for the benefit of Daniel B. Turner and others, and that he now recollects upon that day said James W. Camp gave him some eighteen hundred or two thousand dollars, to be laid out in negroes for said complainant; he laid out the money as directed, and purchased among others—for he does not recollect the names of all—an old man called Giles, and his wife Chocolate; an old man called Jacob; a man called Abraham, and his wife Milly; with one or two small children.

6. In answer to the sixth cross interrogatory witness says: That he had the conversation with Brandon that he has related in his answer to that interrogatory, and that it was not a casual one.

7. In answer to the seventh cross interrogatory witness says: That said Brandon, on the day that said Camp was buried, came to him and took him aside, and had the conversation with him that he has related in his answer to complainant's sixth interrogatory; and that the time, manner of Brandon, and the subject of his conversation, were all calculated to impress the facts upon his memory, and he recollects them well.

8. In answer to [the] eighth cross interrogatory witness states: That he has no personal knowledge of the Wilkins debt, but he has heard Camp say that Brandon had paid several thousand dollars to Wilkins for him.

9. In answer to the ninth cross interrogatory he says: That it was not about the Wilkins debt he heard Brandon speak; he is not mistaken in putting one debt for the other; he has a recollection of the matter, and is not mistaken.

10. In answer to the tenth cross interrogatory witness states: That said Camp died, as he thinks, in the month of October, 1845 or 1846.

11. In answer to the eleventh cross interrogatory witness says: He has no knowledge of any deed of trust executed from Camp to Brandon. He was of the impression that the crop of cotton, mules, farming utensils, previously spoken of, was a sale; but he never saw the conveyance; but whether the conveyance was absolute or in trust, Camp had no other property left as witness now remembers.

12. In answer to the twelfth cross interrogatory witness states: That he knows that Camp did not have means left after the sale, or conveyance to Brandon, by or out of which he could have paid any considerable sum of money.

13. In answer to the thirteenth cross interrogatory witness states: That he knows of no means that Camp had after the sale or conveyance to Brandon.

14. In answer to the fourteenth cross interrogatory witness states: That the property which was on the plantation after the sale or conveyance to Brandon, belonged to his sister, Mrs. Camp, Roena C. Webster, and complainant, John C. Yerger; if there was any other property, he has no recollection of it.

15. In answer to the fifteenth cross interrogatory witness states: That he never saw said Camp pay any money for the said John C. Yerger for his personal expenses; he advanced the sum of money herein before stated to witness, which was laid out in negroes for Yerger; and he supposes he paid other sums for him, as he was kept regularly at school and well dressed.

16. In answer to the sixteenth cross interrogatory witness states: That he cannot tell of any specific sum that was paid by Camp for Yerger other than he has already stated.

17. In answer to the seventeenth cross interrogatory witness says: That after the conveyance of the above property to Brandon, he has no doubt Camp was wholly insolvent.

WM. J. WEBSTER.

Subscribed and sworn to before me this 21st day of September, 1850.

EDMUMD DILLAHUNTY,
Judge, &c.

THE STATE OF TENNESSEE.

I, Edmund Dillahunty, one of the circuit judges in the State of Tennessee, do certify, that the foregoing deposition of William J. Webster was this day taken by me, at the place in the caption mentioned; and thereupon the same, with interrogatories and cross interrogatories upon which it was taken, was sealed up and directed to Benjamin T. Moore, clerk of the district court of the United States, for the northern district of Alabama, at Huntsville, and was by me put into the post office at Columbia without the same ever having been out of my possession.

In witness whereof I have hereunto set my hand and seal this 21st day of September, A. D. 1850.

EDMUND DILLAHUNTY, *Judge, &c.* [L. S.]

Endorsed: Filed 27th Sept., 1850.
Teste: B. T. MOORE, *Clerk, D. C.*

The second deposition of Joseph A. S. Acklen.

Interrogatories to be propounded to J. A. S. Acklen, a witness for complainant.

In the district court of the United States of America, for the northern district of Alabama, at Huntsville.

JOHN C. YERGER, by his next friend, &c., vs. WILLIAM H. JONES and Robert S. Brandon, ex'rs, &c. } In chancery.

Interrogatories to be propounded to Joseph A. S. Acklen and Mary J. Crain, witnesses residing in the city of Nashville, and State of Tennessee, to be produced, sworn, and examined in a certain cause now pending and at issue in the district court of the United States of America, in the northern district of Alabama, at Huntsville, wherein John C. Yerger, by his next friend, George S. Yerger, is complainant, and William H. Jones and Robert S. Brandon, executors of William Brandon, deceased, are defendants, on the part and behalf of the above named complainant.

Interrogatory 1st. Are you acquainted with the parties to this suit; and were you acquainted with the late Colonel James W. Camp in his lifetime?

Interrogatory 2d. Do you know who was the guardian of John C. Yerger? State whether or not James W. Camp was his guardian; at what time and length of time. Was or not Colonel Camp so considered by those acquainted with the parties, and did he or not act as such?

Interrogatory 3d. Do you know whether or not James W. Camp was indebted to John C. Yerger? If so, state all you know on this subject. Look upon the account marked exhibit A. State all you know of its correctness, and attach a copy of the account to your deposition. If said account was ever [mentioned] by you to James W. Camp, or in your presence, state fully all you heard him say about it.

Interrogatory 4th. Did you or not hear James W. Camp, on his deathbed, speak of having bought a certain tract of land from the defendant's testator? If yea, state all he said, and the circumstances under which it was said, and as nearly as you can the length of time before he died, and who were present and heard him.

Interrogatory 5th. Did you or not ever hear William Brandon, in his lifetime, speak of having sold James W. Camp a tract of land for John C. Yerger? If yea, state fully all he said on the subject. Did he or not say that he had been paid for said land, or nearly so? Did he or not say that he was willing to make title to Yerger, as he thought justice required him to do so?

Interrogatory 6th. Did you ever hear James W. Camp state why he bought the farm from William Brandon for John C. Yerger? Did he or not say that he (Camp) bought it to pay his ward, John C. Yerger, a debt he owed him? State fully all he said on this subject.

Interrogatory 7th. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, in the matters in question in this cause? If yea, set forth the same fully and at large in your answers.

ACKLEN & CLAY,
Solicitors for compl't.

Deposition of J. A. S. Acklen.

THE UNITED STATES OF AMERICA,
State of Tennessee.

Be it remembered, that on this 9th day of September, A. D. one thousand eight hundred and fifty, before me, John Catron, one of the judges of the Supreme Court of the United States of America, said judge not being of counsel or attorney to either of the parties in a certain civil cause depending in the district court of the United States of America, for the northern district of Alabama, at Huntsville, in the name of John C. Yerger, by his next friend, &c., plaintiff, and William H. Jones and Robert S. Brandon, executors, &c., defendants, nor is said judge interested in the event of the cause; personally appeared Joseph A. S. Acklen, a citizen of Tennessee, living in the town of Nashville, in the county of Davidson, and State first aforesaid, a witness of sound mind and lawful age, for the said plaintiff, who being by me first carefully examined, and cautioned, and sworn to testify the whole truth, did depose and say:

To the first interrogatory. I am acquainted with the parties to this suit, and knew the late Col. James W. Camp for many years previous to his death.

To the second interrogatory. James W. Camp was considered the guardian of John C. Yerger, and acted in that capacity; he had the management and control of his person and property, and was treated and considered his guardian by those acquainted with the parties. John C. Yerger was living in his family, and he was educating him, and continued to act in the capacity of guardian up to the time of his death, and had been so considered for several years previous to his death.

To third interrogatory. As to James W. Camp's indebtedness to to John C. Yerger, I can only state, that Colonel Camp had Yerger's negroes, and worked them on his (Camp's) plantation for several years; in fact, up to the time of his death. I heard Colonel Camp say that he had sold property in Tennessee belonging to his ward, John C. Yerger. The account now before me (a copy of which is herewith filed, as part of this deposition) for $8,017 29, was made out either by A. J. Kinkle or W. C. Bibb, for James W. Camp. I have seen this account repeatedly, and have heard Colonel Camp, in his lifetime, repeatedly say that said amount was due Yerger, and that he (Camp) owed John C. Yerger the sum of $8,017 29. The account marked

exhibit A, is the account which I heard Colonel Camp acknowledge to be correct, and was in his possession. I know nothing more of its correctness than I have stated.

To fourth interrogatory. I was not present when Colonel Camp died, nor do I know who were present. I have heard Colonel Camp say often, that he had made the purchase for his ward, John C. Yerger, and that Colonel William Brandon was to make the title for Yerger's benefit.

To fifth interrogatory. I heard William Brandon, in his lifetime, say that he had sold to Colonel Camp a tract of land, known as Camp's residence, for the benefit of his ward, and that he was ready to make the title, as desired, when he was fully paid for the land; but he said there was a large sum still due. I have no recollection at this time of the amount. I know Colonel Camp and Brandon's statements were very different in regard to the payments made on the land.

To sixth interrogatory. I have; he said it was the only way he had of paying John C. Yerger the amount he owed him, and he thought the lands and improvements worth the price he was to give Brandon; and he thought he could pay for it, and in this way secure John C. Yerger what he owed him.

To seventh interrogatory. John C. Yerger lived with Colonel Camp, who had his negroes, and worked them on his farm. He sent Yerger to school, and was treating him, in every respect, as his own child. He kept Yerger's negroes up to the time of his death, and I think they remained there some time after his death, perhaps to finish the crop then planted. Col. Camp had become insolvent some time before his death, and often mentioned the fact of his indebtedness to his ward, John C. Yerger, and said he had purchased the farm from Brandon to liquidate that indebtedness, and that it was the only way left him to pay Yerger. And further this deponent saith not.

JOSEPH A. S. ACKLEN.

And I, the said John Catron, judge, &c., as aforesaid, do hereby certify, that the reason for taking the foregoing deposition is, that the said witness, Joseph A. S. Acklin, lives at a greater distance than one hundred miles from the town of Huntsville, the place of the trial of the said cause, and that no notification of the time and place of the taking of said deposition from me to the said adverse party, to be present at the taking of the same, and to put interrogatories if they think fit, was made out and served on said adverse party, or their attorney; because neither said adverse party, nor their attorney, was at the time of taking said deposition within one hundred miles of this place, where the said deposition is taken. And I further certify, that the said deposition was reduced to writing by said witness, and subscribed in my presence. I have retained the said deposition in my possession for the purpose of sealing up, directing, and forwarding it to the court for which it was taken.

In testimony whereof I have hereto set my hand and seal, this ninth day of September, eighteen hundred and fifty.

J. CATRON, [L. S.]
Associate justice S. C., U. S.

Copy of exhibit A, a part of the deposition of C. A. S. Acklen.

(Copy of exhibit A, made part of the foregoing deposition.)

James W. Camp in account with John Yerger.

Jan'y 1, 1838.	To cash received for the hire of sundry negroes for the year 1837 - -	549	00
	Interest on same for 6 years and 7 months, (to 1st August) - - -	216	82
Jan'y 1, 1839.	Cash received for the hire of negroes for 1838 - - - - -	549	00
	Interest on same for 5 years and 7 months	183	88
Feb'y, 1838.	To cash received from Lewis Conner on note - - - - -	1,500	00
	Interest on same to 1st August, 1844, 6 years and 6 months - - -	583	00
Dec. 25, "	To cash received of Thomas D. Davenport	675	00
	Interest on same to 1st August, 1844, 5 years, 6 months, and 25 days - -	226	09
Jan'y 1, 1840.	To amount of the hire of sundry negroes for the year 1839 - - -	399	00
	Interest on same to 1st August, 1844, 4 years and 7 months - - -	109	55
	To the hire of boy Bob to A. V. Brown, 1839 - - - - -	150	00
	Interest on same to 1st August, 1844, 4 years and 7 months - - -	41	25
Jan'y 1, 1841.	To amount of the hire of sundry negroes, year 1840 - - - -	399	00
	Interest on same to 1st August, 1844, 3 years and 7 months - - -	85	75
	To the hire of boy Bob to A. V. Brown, 1840 - - - - -	150	00
	Interest on same to 1st August, 1844, 3 years and 7 months - - -	32	25
Jan'y 1, 1842.	To amount of hire of sundry negroes for 1841 - - - - -	660	00
	Interest on same to 1st August, 1844, 2 years and 7 months - -	100	50
Jan'y 1, 1843.	To amount of hire of sundry negroes for 1842 - - - - -	660	00
	Interest on same to 1st August, 1844, 1 year and 7 months - - -	63	90

Jan'y 1, 1844.	To amount of hire of sundry negroes for 1843 - - - - - -	660	00
	Interest on same for 7 months - -	21	30
		$8,017	29

(*Endorsed.*)

Filed in my office this the 25th day of February, 1851.
Teste: B. T. MOORE,
Clerk, D. C.

The depositions of James B. Turner, John E. Snodgrass, Robert M. Kinkle, Andrew J. Kinkle, Bryant P. Reedy, and William H. Turner.

The ded. pot.

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

To Benjamin T. Moore, a United States commissioner, of the town of Huntsville, in the county of Madison, and State of Alabama, in said district, greeting:

Know ye, that we, in confidence of your prudence, circumspection, and fidelity, do hereby commission, authorize, and require you to call and cause to come before you, at such time and place as you may appoint, James B. Turner, John E. Snodgrass, Robert M. Kinkle, Andrew J. Kinkle, Bryant P. Reedy, and William H. Turner, witnesses on behalf of the complainant, in a certain cause now pending and for trial in the district court of the United States of America, for the northern district of Alabama, in which said cause John C. Yerger, by his next friend, George S. Yerger, is plaintiff, and Robert S. Brandon and William H. Jones, executors, &c., of William Brandon, deceased, are defendants, and them, after being first duly qualified on oath, examine on the interrogatories exhibited by said plaintiff, and the cross interrogatories of said defendant hereto annexed, and such examination, so taken from under your hand and seal, send certified to the district court of the United States, for the northern district of Alabama, at Huntsville aforesaid, at the term of said court to be held at the court-house in the town of Huntsville, on the fourth Monday of November next, to be read in evidence on the trial of said cause.

Witness Benjamin T. Moore, clerk of the district court aforesaid, at office, in the town of Huntsville, in said district, this the 15th day of August, in the year of our Lord eighteen hundred and fifty, and the seventy-fifth year of the independence of the United States of America.

[SEAL.]

Teste: B. T. MOORE,
Clerk, D. C.

Issued 15th day of August, 1850.
Teste: B. T. MOORE, *Clerk, D. C.*

2328. 13

In the district court of the United States of America, for the northern district of Alabama, at Huntsville.

JOHN S. YERGER, by his next friend, &c., vs. WILLIAM H. JONES and Robert S. Brandon, excutors, &c. } In chancery.

Interrogatories to J. B. Turner, J. E. Snodgrass, R. M. Kinkle, A. J. Kinkle, B. P. Reedy, and William H. Turner, witnesses for complainant.

Interrogatories to be propounded to James B. Turner, John E. Snodgrass, Robert M. Kinkle, Andrew J. Kinkle, Bryant P. Reedy, William H. Turner, witnesses, residing in Madison county, except W. H. Turner, who resides in Limestone county, and all in the State of Alabama, witnesses to be produced, sworn, and examined in a certain cause now pending and at issue in the district court of the United States of America, for the northern district of Alabama, at Huntsville, wherein John C. Yerger, by his next friend, George S. Yerger, is complainant, and William H. Jones and Robert S. Brandon, executors of William Brandon, deceased, are defendants, on the part and behalf of the above named complainant.

Inter. 1st. Are you acquainted with the parties to this suit?

Inter. 2d. Do you know whether or not James W. Camp acted as guardian of John C. Yerger; whether or not he was so considered in this county by those acquainted with the parties; whether or not said Camp furnished said Yerger with money to pay his accounts, or did pay the same for him as his guardian? And state distinctly whether or not you ever heard James W. Camp or William Brandon, during their lives, say or admit that James W. Camp was the guardian of John C. Yerger. If yea, which one of them said so, and how often? State when James W. Camp came to this county to live; whether he brought John C. Yerger with him or not, and how long said Yerger was living in the family of said camp.

Inter. 3d. Do you know whether or not James W. Camp was indebted to his said ward, John C. Yerger; if yea, what was it for? Was it not for the hire of said Yerger's negroes; for money collected belonging to said Yerger? State fully all you know on this subject, and more particularly state all you have heard James W. Camp say as to his indebtedness to John C. Yerger; if he admitted that he was indebted to said Yerger, state the amount he said was due, and when due.

Inter. 4th. State whether you were acquainted with the farm on which James W. Camp lived in the year 1843, and whether you were acquainted with the lands or farms in the neighborhood? If yea, what was it worth; was or not eight thousand dollars an exorbitant price for that plantation? State whether or not this was the same place or tract of land bought by James W. Camp from William Brandon, for John C. Yerger, and state particularly what was the value of the plantation bought by James W. Camp for John C. Yerger, from William Brandon, in the year 1843, and about that time.

Inter. 5th. What was the object of the purchase of the land above spoken of, by James W. Camp for his ward, John C. Yerger; was it or not to pay a debt that said Camp owed said Yerger; did you ever hear James W. Camp or William Brandon speak of this? If so, state all that was said by either of them on this subject, and more especially and particularly state whether you ever heard James W. Camp say that he had bought the farm above spoken of from William Brandon, for John C. Yerger, to pay a debt that he, Camp, owed Yerger, his ward.

Inter. 6th. What was the pecuniary condition of James W. Camp, from the fall of 1843 up to the time of his death; was he insolvent or not; did he die without making a will; and was there ever any administration on his estate?

Inter. 7th. Did you or not ever hear William Brandon, in his lifetime, say that he had been paid all of his debt due him from James W. Camp, for a certain tract or parcel of land bought of said Brandon by said Camp for John C. Yerger; did you or not hear said Brandon, in his lifetime, say, that he had been paid all of said debt but fifteen hundred dollars, and that he had recovered a judgment against Robert Coltart for sixteen hundred dollars, which paid, would pay him, Brandon, fully; did you not hear said Brandon talk on this subject, at or going to the burial of James W. Camp? If yea, state fully all he said.

Inter. 8th. State whether or not William Brandon did not work certain negroes, the property of John C. Yerger, for six or eight months, in picking out cotton and gathering a crop? If yea, state what the hire of the negroes was worth; state the number of working hands, and the year in which they were thus employed by William Brandon.

Inter. 9th. State whether or not you knew of James W. Camp's having in his possession and employ certain negroes of John C. Yerger? If yea, state how many years he kept them; what was the annual hire worth during those years?

Inter. 10th. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination on the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

ACKLEN & CLAY,
Sols. for compl't.

Cross interrogatories to Jas. B. Turner, John E. Snodgrass, Robert M. Kinkle, And. J. Kinkle, B. P. Reedy, and W. H. Turner.

Cross interrogatories.

In the district court of the United States, for the northern district of the State of Alabama.

JOHN C. YERGER, by his next friend,
vs.
WILLIAM BRANDON'S ex'rs.

Defendants propound cross interrogatories to complainant's witnesses,

James B. Turner, John E. Snodgrass, Robert M. Kinkle, Andrew J. Kinkle, Bryant B. Reedy, and William H. Turner.

1st. Look at the paper herewith filed and now shown you, purporting to be a copy of a deed of trust, made by James W. Camp to Wm. Brandon, and say if you know the property embraced in said deed.

2d. If so, state the value of the property at the date of said deed.

3d. Did not said Brandon sell all of said property; if so, for how much did he sell it?

4th. Was not some of it sold publicly and some privately?

5th. Look at the paper herewith filed and now shown you, purporting to be a list of the sales of all of said property, and say if said list is not a correct one.

6th. If any of the property mentioned in said deed of trust is not accounted for in this sale list, state what property is left out.

7th. Was not this property, so left out of the sale list, sold under an execution against said Camp?

8th. Did not all of the property mentioned in said deed of trust belong to said Camp in his individual right?

9th. Did any of it ever belong to said John C. Yerger? If so, state what portion of it belonged to him.

10th. Did not said deed of trust embrace all the property said Camp had at the date of it?

11th. After the making of this deed of trust, did said Camp have any means of any kind left, out of which, or with which, he could have paid any considerable sums of money?

12th. If you say he had any such means, state what they were, and how much money he could have paid out of them.

13th. Before and after the making of said deed, did you not do business for said Camp; if you did not, were you not very often about his house?

14th. Were you not present when William Brandon sold said property, or any portion of it?

15th. If so, what did you see sold? State fully. Was not said sale a fair one?

16th. Are not the prices annexed to each of the items in this sale list such as were common at the time the property was sold?

17th. Did not William Brandon gather the crops of corn and cotton mentioned in said deed of trust?

18th. In doing so, did he not employ a large number of his own negroes? If so, how many, and how long did he so employ them?

19th. Did he not hire other negroes to aid him? If so, how many, and for what length of time?

20th. From whom did he hire those negroes, and to whom did they belong?

21st. Did not Brandon pay Camp for the hire of those negroes? If so, in what way did he pay him? Did not Camp buy some of said trust property for the use and benefit of his wife's property, and of Yerger's?

22d. Did he not afterwards work them together upon the land bought of Brandon?

23d. Did not Brandon feed and clothe all the negroes whilst they were gathering the crops?

24th. Did not Brandon pay the overseer's wages? If so, how much?

25th. Did not Brandon furnish the bagging rope and twine to put up the cotton in; and was it not worth at least one hundred and sixty-five dollars?

26th. Did not Brandon carry all of the cotton to Detton's landing? And what was it worth per bale to carry cotton from that plantation to the landing?

27th. What would be a fair and reasonable compensation to Brandon for attending to said business, selling said property, and closing up said deed of trust?

28th. What was the value of the hire of a field hand per day, during the time said Brandon was raising said crops?

29th. Did not Brandon send the crop of cotton to New Orleans? And did he not lighter it to East Port?

30th. What was then the usual charge for lightering cotton?

31st. How many years did Yerger live in the family of Camp?

32d. What was the fair value of his board for each of these years?

33d. Did not Camp clothe him during all this time?

34th. From the style in which he was clothed, what was the annual cost thereof?

35th. Did not Camp send him to school and pay for it? If so, how much each year?

36th. Did not Camp buy negroes for Yerger? If so, when, how many, and what did he pay for each one of them?

37th. Did not Camp swap off one of these negroes, and pay boot in the swap? If so, how much?

38th. Did not Camp pay other money for Yerger? If so, in what years, and how much? In your answer state each sum separately, and for what purpose it was paid.

39th. Did you not hear Camp say he had paid money for Yerger? If so, how much did he say he had paid, and for what?

40th. If, in your answer to complainant's 7th interrogatory, you heard such conversation, please state what gave rise to it, and with whom it was held.

41st. Was your attention called particularly to the conversation, so that you cannot be mistaken as to what debt Brandon was speaking of?

42d. Did not Camp owe Thomas and William Brandon a debt on account of money which they paid to a Mr. Wilkins for Camp?

43d Can you now undertake to swear that it was not the Wilkins debt about which Brandon was speaking?

44th. Was the conversation you speak of a mere casual one?

45th. Or was it such an one as to merit and claim your particular attention? If so, what gave to it that impressive character?

46th. Who, beside yourself, heard it?

47th. If, in your answer to complainant's 3d interrogatory, you say Camp was indebted to Yerger, please say if you make this statement upon your own knowledge, or upon the information of others? If from information, from whom was it derived?

48th. If, in your answer to complainant's 5th interrogatory, you say what was the object of said purchase, do you make this statement upon your own knowledge, or do you make it upon the information of Camp?

49th. Did not Yerger's father live and die in the State of Tennessee? And did not Yerger live with him at his death?

50th. When did said Camp die? Did he live or die in this, Madison, county?

51st. Do you not know that said Camp did not have the means of making any payments to Brandon, except the property embraced in the deed of trust?

52d. What relationship do you sustain to John C. Yerger?

ROBINSON,
Counsel for defendants.

Defendants make the following objections to complainant's interrogatories: To all that part of the 2d which speaks of Camp's guardianship of Yerger, as leading and seeking to bring out incompetent proof. To all that part of the 3d which seeks to prove Camp's admissions of indebtedness to Yerger, because the proof would be incompetent.

ROBINSON,
Counsel for defendants.

To Robert M. Kinkle alone:

Did you not sign a bond or other written obligation, binding you as the plaintiff's surety, for the costs of this suit?

ROBINSON,
Counsel for defendants.

Copy of deed of trust referred to in cross interrogatories.

(Copy of the deed of trust referred to.)

James W. Camp's deed to William Brandon.

This indenture, made and entered into this 23d day of August, 1843, between James W. Camp and Wm. Brandon, both of the county of Madison and State of Alabama, witness: That whereas the said James W. Camp is justly indebted to said Wm. Brandon, by his, said Camp's, note under seal, of which the following is a copy:

Huntsville, *August 23d*, 1843.

Within two years from the above date, I, James W. Camp, as guardian of John C. Yerger, promise to pay William Brandon eight thousand dollars with interest from date, being the amount which I, as guardian, have agreed to give the said William Brandon for the tract

of land whereon I now live for the benefit of said John C. Yerger. In testimony whereof I hereunto set my hand and seal.

JAMES W. CAMP. [SEAL.]

Which debt the said James W. Camp is willing and desirous to secure.

Now, for and in consideration of the premises, and of the sum of one dollar to said Camp by said Brandon in hand paid, at and before the sealing and delivery of these present, he, the said James W. Camp, has bargained, sold, released, granted, and conveyed, and by these presents does bargain, sell, release, grant, and convey, to the said William Brandon, four yoke of oxen and the yokes, 39 head of cattle, 300 head of hogs, 46 sheep, 20 single Cary ploughs, 8 two-horse Cary ploughs, 20 cotton harrows, 15 head of mules, one bay horse, one sorrel mare, one sorrel horse, one other bay horse, one other sorrel horse, 36 shovel and bull tongue ploughs, 20 sweeps, one lot of old iron and wagon tire, one set of blacksmith's tools, 20 pair of plough gear, two horse wagons, two carts, one set of wagon gear, 20 weeding hoes, 15 chopping axes, 6 spinning wheels, 14 stacks of oats, one wagon (ox), a crop of cotton supposed to be three hundred and fifty acres, be the same more or less, now standing on the plantation in said county, which said Camp heretofore purchased of Le Roy Pope; also a crop of corn, supposed to be four hundred and fifty acres, more or less, growing on said plantation, two hundred barrels old corn on said plantation, about one hundred and fifty bushels of wheat in a lot. All the foregoing property is on said plantation, and heretofore belonged to the same.

To have and to hold all the above described property to said William Brandon, his executors, administrators or assigns, forever. Upon trust nevertheless, that said Brandon shall take immediate possession of all the above described property, that he shall gather said crops, and sell them, and all the other property above described, either at public or private sale as may appear best, for ready money; that said Brandon may retain out of the proceeds of said sales reasonable compensation for his trouble and expense in executing the trusts hereby created, and the said Brandon shall apply the residue of said proceeds to the payment, as far as they will extend, of the debt just above mentioned, all to be done early as practicable; and the said William Brandon hereby covenants, to and with the [said] James W. Camp, that he, the said William Brandon, will faithfully execute the trusts above reposed in him, but without being responsible for losses beyond his control.

In witness whereof the parties to these presents have hereunto set their hands and seals, day and year first above mentioned.

So much of the foregoing deed as relates to Ben and Peter was erased before its execution.

JAMES W. CAMP, [SEAL.]
WILLIAM BRANDON. [SEAL.]

Attest—SILAS PARSONS,
S. PEETE.

Before me, Richard B. Purdom, clerk of the county court of Madison county, in the State of Alabama, personally appeared James W. Camp and William Brandon, whose names are subscribed to the above deed, and acknowledged the signing, sealing, and delivery of said deed on the day of its date, for the purposes therein mentioned.

Given under my hand and seal, this the 28th of August, 1843.

RICHARD B. PURDOM. [SEAL.]

The foregoing deed was delivered into the office of the clerk of the county court of Madison county, in the State of Alabama, for registration on the 28th day of August, eighteen hundred and forty-three, and was duly registered on the same day and year.

RICHARD B. PURDOM, *Clerk, C. C.*

Account of sales referred to in the cross interrogatories.

(Account of sales.)

A list of articles sold by Wm. Brandon, trustee of James W. Camp, advertised and sold publicly, on the 21st October, 1843.

7	large Cary ploughs to W. H. Jones	7 25
2	do do do to Wm. Lislay	2 00
6	small do do to W. H. Jones	1 50
6	do do do to Jno. E. Snodgrass	1 50
8	do do do to do do	2 50
4	shovel do do to W. H. Jones	75
3	do do do to do do	75
1	lot of old iron to C. H. Smith	4 50
20	sweeps and swingle-trees to S. S. Ewing	3 75
4	bull tongues, 1st choice, to J. E. Snodgrass,	1 50
25	do do to W. H. Jones	3 62
4	tyres old iron to J. E. Snodgrass	50
6	side harrows to D. J. Fennell	1 50
6	do do to Jno. E. Snodgrass	1 87½
2	do do to do do	2 40
6	do do to Wesley Fennell	3 37½
40	bushels wheat to W. D. Hayes	20 00
10	do do to J. D. Bibb	5 00
10	do do to Ben. Tucker	5 00
10	do do to W. Crutcher	5 00
10	do do to W. Johnson	5 00
	Balance more or less to J. E. Snodgrass, at 3s. per bus. *bushel*, 20 bus.	10 00
10	hogs, 1st choice at to J. E. Snodgrass	23 75
10	do 2d do to do do	16 25
10	do 3d do to do do	13 75
		$143 02½

Amount of sale brought forward - - - - -		143 02½
20 hogs, 4th choice, to J. E. Snodgrass - - - -		26 20
20 do 5th do to do - - - -		10 00
30 do 6th do to do - - - -		9 37½
The balance of hogs, more or less, to J. E. Snodgrass -		22 00
3 stacks oats, 1st choice, to Josiah Springer, 7 12 - -		21 37½
2 do do 2d do to W. Lankford, 6 06¼ - -		12 12½
3 do do 3d do to W. Fleming, 5 00 - -		15 00
3 do do 4th do to Geo. Hunt, 4 00 - -		12 00
1 set of blacksmith's tools to S. S. Ewing - - -		20 37½
1 lot of plough gear, harness, chains, &c., to S. S. Ewing,		3 50
		$294 96½
From August, 1843. Sold privately by Wm. Brandon, trustee:		
Beef cattle to Thos. Cain - - -		$40 00
116 head of hogs to Hickman Miller, at $3 apiece - - - - -		348 00
March, '44. 20 bbls. corn to Josiah Springer, at 6 s.		20 00
Sept'r, '43. 1 sorrel horse to Ch'es Canterbury, $15		15 00
November, '43. 1 mule to S. S. Ewing, $75 - -		75 00
April, '44. 50 bbls. corn to Josiah Springer, at 6 s.		50 00
12 bbls. corn to Mr. Sanders, at 6 s. -		12 00
January, '44. 300 bbls. do. to William Lankford, at 6 s.		300 00
January 1, '45. 142 bbls. do. to A. P. Jones, at 6 s. -		142 00
16 bbls. do. to do. at 6 s. -		16 00
June, '44. 20 bbls. do. to Jo. Terrel, at 6 s. - -		20 00
January, '44. 25 bbls. do. to Wm. Fleming, at 6 s. -		25 00
18 bbls. do. to Mr. Sanders, at 6 s. -		18 00
September, '44. 21 bbls. do. to Mr. Sevins, at 6 s. -		21 00
		$1396 96½
Amount brought over, - - - -		$1396 96½
July '44. 40 bbls. sold to J. J. Pitman, at 4s. 6d. -		30 00
30 bbls. do. to S. Scruggs, at 4s. 6d. -		22 50
10 bbls. do. to Mr. Cosby, at 4s. 6d. -		7 50
June, '44. 125 bbls. do. to James W. Camp, at 4s. 6d.		93 75
100 bbls. do. to Wm. Brandon, at 4s. 6d.		75 00
January 1, '45. Balance of corn to A. P. Jones for 160 -		160 00
Supposed to be near 300 barrels, though it was badly injured.		
10 bushels wheat to H. A. Buford, at 3s.		5 00
		$1790 71½
The nett proceeds of 38 bales cotton sold at N. Orleans by Andrews & Bro., Feb'y 14th, 1844 - - - - -		1310 82
The nett proceeds of 73 do. sold by do. May 25th, '44 - - - - - -		1347 04

The nett proceeds of 12 do. sold by do. March 14th, '44 - - - - - -		402 74
The nett proceeds of 15 do. sold by Yeatman & Co. 22d April, 1844 - -		372 79
		$5224 10½

Cr.

Sep., '44.	By amt. paid Snodgrass overseeing,	$466 00	
	759 yds. bagging at 13 cents -	98 67	
March, '44.	764 lbs. rope, at 6¼ cents - -	60 62	
	20 lbs. twine, at 1-6 cent -	5 00	
	To hauling 138 bales to the river, at 4s. 6d. - - - - - -	103 50	
March, '44.	Lighterage of 138 do. to East Port, at 4s. 6d. - - - - - -	103 50	
	Paid for picking out cotton to different ones - - - - - -	31 18¾	
March, '44.	The expense of hire of hands to gather the crop of cotton and corn, and trouble of executing deed of trust, &c. - - - - -	1000 00	
		$1868 47¾	$1868 47¾
	Balance to, or note - - - - - -		$3355 62¾
	Omitted:		
	6 spinning wheels to W. H. Jones - -		9 00
	15 chop axes to do. - - - - - -		13 12½
			$3377 75¼
March 5th, 1846.	Obtained judgment against T. Brandon and M. Colhoun for property levied on by said Brandon and Colhoun, which was deeded by Camp to Wm. Brandon,		1607 00
			$4984 75

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

I, Benjamin T. Moore, clerk of the district court of the United States, for the northern district of Alabama, do hereby certify, that the above and foregoing pages contain a full, true, and complete transcript of the interrogatories and cross interrogatories propounded to the witnesses, James B. Turner, John E. Snodgrass, Robert M. Kinkle, Andrew J. Kinkle, Bryant P. Reede, and William H. Turner, witnesses on behalf of the complainant in the cause, in the name of John C. Yerger, by his next friend, George S. Yerger, vs. William H. Jones

and Robert S. Brandon, executors of the last will and testament of William Brandon, deceased, now pending in said court.

In testimony whereof I hereto subscribe my name and affix the seal of said district court at office, in the town of Huntsville, this the fifteenth day of August, A. D. one thousand eight hundred and fifty, and of the independence of the United States of America the seventy-fifth.

[SEAL.]

B. T. MOORE, *Clerk.*

Deposition of Wm. H. Turner.

THE UNITED STATES OF AMERICA,
Northern district of Alabama, town of Huntsville.

Be it remembered, that on this 20th day of August, 1850, before me, Benjamin T. Moore, a commissioner duly appointed by the district court of the United States, for the northern district of Alabama, at Huntsville, in and for the district aforesaid, under and by virtue of the acts of Congress, entitled an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States, passed February 20th, 1812; and the act of Congress entitled an act in addition to an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States, passed March 1st, 1817; and the act entitled an act to establish the judicial courts of the United States, passed September 24th, 1789; and by virtue of the annexed commission personally appeared William H. Turner, a person of sound mind and lawful age, a witness for the complainant in the cause now pending in the district court aforesaid, wherein John C. Yerger, by his next friend, George S. Yerger, is plaintiff, and Robert S. Brandon and William H. Jones, executors of William Brandon, deceased, are defendants; and the said witness being duly sworn true, full, and perfect answers to make to the interrogatories and cross interrogatories propounded in said cause, an authenticated transcript of which is herewith filed, did depose and say as follows, to wit:

To the 1st interrogatory. He says that he is acquainted with John C. Yerger and the defendants.

To the 2d int. He says, James W. Camp did act as such guardian; he understood that John C. Yerger's father provided in his will that Camp should not be required to give security as guardian; he, Camp, was considered in this county (Madison county) as guardian of said Yerger; said witness knows that said Camp paid some accounts of said Yerger, as his guardian; said witness has heard Col. Camp often say that he was Yerger's guardian, but he cannot say how often; witness was a small boy when Col. Camp came to this county to live; he did not then bring John C. Yerger with him; young Yerger was a member of said Camp's family at the time of Camp's death, and for several years previously; but at the time of Camp's death Yerger may have been boarding out, going to school.

To the 3d int. Said witness says he heard Col. Camp say frequently that he was owing John C. Yerger; and about the time he was breaking up, he frequently said he was desirous of securing John C. Yerger for what he was owing him; said witness does not know how much Camp owed Yerger, but he knows that Yerger's negroes were in Camp's possession, and he supposes that Camp's indebtedness was for the hire of said negroes.

To the 4th int. Said witness says he was acquainted with the farm on which said Camp resided in 1843, and also with the lands and farms in the neighborhood; the farm on which said Camp lived in 1843 was worth about seven or eight dollars per acre; he does not know whether eight thousand dollars was an exorbitant price or not, for he does not now recollect the number of acres belonging to said tract; this was the same tract that James W. Camp bought from William Brandon for John C. Yerger, and as to its value he can say nothing more definite than as aforesaid.

To the 5th int. Said witness says he knows nothing except what he heard Camp say; Camp said he purchased said tract of land from Brandon for the purpose of paying Yerger what he was owing him.

To the 6th int. Said witness says he cannot state particularly Camp's pecuniary condition from the fall of 1843, but for some length of time before his death he was insolvent; he made no will, and there was no administration on his estate as he believes.

To the 7th int. Said witness says he knows nothing.

To the 8th int. Said witness says he does not know of his own knowledge whether certain negroes, the property of John C. Yerger, were employed six or eight months by William Brandon in picking ont cotton and gathering a crop.

To the 9th int. Said witness says he knows Camp had Yerger's negroes in his possession, but he does not know how many years they were in Camp's possession, nor does he know what the annual hire of them was worth.

To the 10th int. He says he does not.

And to the 1st cross interrogatory. Said witness answers, that he cannot say that he did know the said property, but it is probable he knew some of it.

To the 2d cross int. He says he cannot state its value.

To the 3d cross int. He says he does not know.

To the 4th cross int. He says he does not know.

To the 5th cross int. He says he does not know.

To the 6th cross int. He says he cannot state whether any of said property is left out or not.

To the 7th cross int. He says he does not know.

To the 8th cross int. He says it did belong to said Camp in his individual right, so far as he knows

To the 9th cross int. He says he does not know.

To the 10th cross int. He says he does not know.

To the 11th cross int. He says not that he knew of.

To the 12th cross int. He says he has answered this fully in his answer to the 11th cross interrogatory.

To the 13th cross int. He says he did not do business for said Comp, but he was frequently at Camp's house.

To the 14th cross int. He says he believes he was present when a portion of said property was sold.

To the 15th cross int. He says he cannot mention all the property that was sold; he saw cows and hogs sold; so far as he could judge the sale was fairly made.

To the 16th cross int. He says he does not know, but he supposes the prices were such as were common.

To the 17th cross int. He says he does not know.

To the 18th cross int. He says he knows nothing about it.

To the 19th cross int. He says he does not know.

To the 20th cross int. He says he does not know.

To the 21st cross int. He says he does not know.

To the 22d cross int. He says Camp worked on the land purchased from Brandon the negroes belonging to said Camp's wife and to Yerger.

To the 23d cross int. He says he does not know.

To the 24th cross int. He says he does not know.

To the 25th cross int. He says he does not know.

To the 26th cross int. He says he does not know.

To the 27th crost int. He says he does not know.

To the 28th cross int. He says he does not know at what time said Brandon was gathering said crops, and therefore he cannot say what the hire of a field hand per day was worth.

To the 29th cross int. He says he does not know.

To the 30th cross int. He says he does not recollect.

To the 31st cross int. He says he cannot say how many years, but he was there for several years.

To the 32d cross int. He says he supposes it ought to—about seventy-five or eighty dollars per annum.

To the 33d cross int. He says he does not know.

To the 34th cross int. He says he is not able to state what the cost was.

To the 35th cross int. He says Col. Camp sent Yerger to school, and he understood he paid for it. He does not know how much was paid each year.

To the 36th cross int. He says he is under the impression that Col. Camp sold a negro belonging to Yerger, and bought another in his place, or made some exchange; but he cannot say positively.

To the 37th cross int. He says he cannot say any thing more than in reply to the 36th cross interrogatory.

To the 38th cross int. He says he does not know.

To the 39th cross int. He says he does not recollect.

To the 40th cross int. He says that to said 7th interrogatory he replied that he knew nothing.

To the 41st cross int. He says he heard no such conversation.

To the 42d cross int. He says he, Camp, did owe T. and W. Brandon as aforesaid.

To the 43d cross int. He says he heard no such conversation.

To the 44th cross int. He says he heard no such conversation as is referred to in this cross interrogatory or in the 45th cross interrogatory.

To the 46th cross int. He says he does not know who heard such conversation.

To the 47th cross int. He says, that he stated in his answer to said 3d interrogatory that he was so informed by Col. Camp.

To the 48th cross int. He says, that he stated in his answer to said 5th interrogatory he had heard Col. Camp say so.

To the 49th cross int. He says, Yerger's father did live and die in Tennessee; and at the time of his death young Yerger was living with him, as he believes.

To the 50th cross int. He says, said Camp did live and die in this county; but he does not recollect at what time said Camp died.

To the 51st cross int. He says, he does not know.

To the 52d cross int. He says, he is not related to said John C. Yerger.

WM. H. TURNER.

Subscribed and sworn this the 20th day of August, 1850, before me.

B. T. MOORE,
U. S. commissioner.

Deposition of A. J. Kinkle.

And on this the 31st day of August, 1850, I proceeded to take the answers of Andrew J. Kinkle, another witness in said cause, to said interrogatories and cross interrogatories. And the said witness, being duly sworn, in answer—

To the 1st interrogatory. He says he is.

To the 2d int. He says, James W. Cramp did act as the guardian of John C. Yerger, and was so considered in this county by those acquainted with the parties. Said Camp paid said Yerger's accounts as his guardian. Camp often said he was the guardian of said Yerger, but witness cannot say how often; he did not, as he recollects, ever hear said Brandon say that Camp was guardian of said Yerger. Witness does not know when Col. Camp came to this county; he was living here as far back as said witness can recollect. Yerger was not then living with Camp, but did live with him for several years preceding Camp's death.

To the 3d int. He says he heard Col. Camp say he was indebted to John C. Yerger for the hire of negroes and land belonging to Yerger, sold by Camp. Said witness has seen an account, exhibited to him by Camp, of his indebtedness to Yerger; and in the account were items for the hire of negroes and land sold, which he recollects; he believes that he once, at the request of said Camp, transcribed said account; the amount of said account due from Camp to Yerger was,

at the time of its exhibition as aforesaid, about eight thousand dollars. He believes this account was exhibited to him in the year of 1844 or in the spring of 1845.

To the 4th int. He says he was acquainted with said farm in 1843, and he has become much better acquainted with it since; and he is acquainted with the lands in the neighborhood thereof. He considers the plantation rather poor, and he believes eight thousand dollars its full value; but he does not pretend to be well versed in the prices of land. The tract of land here spoken of is the same that Col. Camp purchased from William Brandon for John C. Yerger.

To the 5th int. He says he heard Col. Camp say that he purchased said land from William Brandon for his ward, John C. Yerger, to pay said Yerger. After the termination of one of the suits for the trial of the right of some of the property in said deed of trust, and he believes after Camp's death, said witness asked William Brandon if said deed of trust was given to him to secure him in the Wilkins debt; and said Brandon replied that it was not, but that it was given to secure him for the purchase money of the land purchased for Yerger. Said witness states that, shortly before Camp's death, he was in town, and said he wished to see William Brandon or Wm. H. Jones; and that witness then asked Camp how he and Brandon stood; and that Camp replied he did not think he owed Brandon any thing; that he thought he had paid him in full, and that he had come to town for the purpose of having a final settlement with Brandon; but whether Camp saw Brandon or not he cannot say; but he believes he did not see him, for he left town soon afterwards, and was then sick, and never returned to town.

To the 6th int. He says he believes that Camp was insolvent; he knows nothing of any will or of the granting of any administration on his estate.

To the 7th int. He says he did not hear William Brandon say any thing about it.

To the 8th int. He says he knows that Wm. Brandon had some negroes belonging to Yerger engaged in gathering a crop; but he does not know how many or how long they were thus engaged.

To the 9th int. He says he knows that Col. Camp had in his possession for several years negroes belonging to John C. Yerger; but he cannot say how long, nor what the annual hire thereof was worth.

To the 10th int. He says he cannot say that he knows or can set forth any other matter or thing which may be a benefit or advantage to said parties, or to either of them.

And to the first cross interrogatory. He says he cannot now say that he did know it

To the 2d cross int. He says he does not know its value.

To the 3d cross int. He says he does not know.

To the 4th cross int. He says he does not know.

To the 5th cross int. He says he cannot say whether said list of sales be correct or not.

To the 6th cross int. He says he cannot state whether any portion of said property is left out or not.

To the 7th cross int. He says he does not know.

To the 8th cross int. He says he does not know.

To the 9th cross int. He says he does not know.

To the 10th cross int. He says he does not know.

To the 11th cross int. He says he does not know.

To the 12th cross int. He says he knows nothing of such means.

To the 13th cross int. He says he does not recollect doing business for Colonel Camp, but was very often about his house.

To the 14th cross int. He says he was not present that he recollects.

To the 15th cross int. He says he does not know that he saw any thing sold, or whether said sale was fair or not.

To the 16th cross int. He says he does not know.

To the 17th cross int. He says he (Brandon) did gather said crops.

To the 18th cross int. He says some of said Brandon's hands were employed in gathering said crops, but how many or how long, he cannot say.

To the 19th cross int. He says he had John Yerger's negroes there, but he does not know any thing about their hire, or whether Brandon hired them or not.

To the 20th cross int. He says he does not know whether he had other negroes than his own and Yerger's, or not.

To the 21st cross int. He says he does not know.

To the 22d cross int. He says, Camp worked the slaves belonging to his wife, and to John C. Yerger, on the plantation he purchased from Brandon.

To the 23d cross int. He says *he says* he does not know.

To the 24th cross int. He says he does not know.

To the 25th cross int. He says he does not know.

To the 26th cross int. He says he does not know.

To the 27th cross int. He says he does not know.

To the 28th cross int. He says he does not know.

To the 29th cross int. He says he does not know.

To the 30th cross int. He says he does not know.

To the 31st cross int. He says he does not know.

To the 32d cross int. He says he does not know.

To the 33d cross int. He says he does not know, but he supposes that Camp did clothe Yerger.

To the 34th cross int. He says he does not know.

To the 35th cross int. He says Camp sent Yerger to school, and paid for it; but he does not know how much was paid.

To the 36th cross int. He says Camp purchased some old negroes for Yerger; but he does not know how many, when nor what he paid for them.

To the 37th cross int. He says he does not know.

To the 38th cross int. He says he does not know.

To the 39th cross int. He says he does not recollect.

To the 40th cross int. He says that, in his answer to said 7th interrogatory, he did not say he heard such conversation.

To the 41st cross int. He says he did not hear such conversation.

To the 42d cross int. He says, Camp did owe such a debt.

To the 43d cross int. He says he did not say that he heard such conversation.

To the 44th cross int. He says he did not speak of such conversation as is referred to.

To the 45th cross int. He says his answers to the foregoing cross interrogatories show that he heard no such conversation.

To the 46th cross int. He says he did not hear it, nor does he know who did.

To the 47th cross int. He says, his answer to said 3d interrogatory shows that he derived such information from Camp.

To the 48th cross int. He says, his answer to said 5th interrogatory shows that he made it upon the information of said Camp.

To the 49th cross int. He says he did not know Yerger's father, but he has understood that he lived and died in the State of Tennessee, and that young Yerger lived with his father up to the time of his father's death.

To the 50th cross int. He says, Camp died on the 9th day of October, 1845, and that he lived and died in this county.

To the 51st cross int. He says that he does not know of any other means.

To the 52d cross int. He says, within less than twelve months past said Yerger married his sister.

A. J. KINKLE.

Subscribed and sworn before me, this 21st August, 1850.

B. T. MOORE, *U. S. com'r.*

Deposition of John E. Snodgrass.

And on the 24th day of September, 1850, I proceeded to take the answers of John E. Snodgrass, another witness in said cause, to said interrogatories and cross interrogatories, and the said witness being duly sworn—

To the 1st interrogatory says: He is acquainted with the said parties.

To the 2d int. He says, Camp acted as such guardian, and was so considered by those acquainted with the parties. Said Camp, as said guardian, paid said Yerger's accounts. He has *he has* repeatedly heard Camp say he was guardian for said Yerger; he has heard Camp and said Wm. Brandon state in conversation, repeatedly, that Camp's object was to save property for said Yerger; this conversation was in relation to the deed of trust; James W. Camp came to this county to live, as well as he now recollects, in 1821 or 1822; he did not bring John C.

Yerger with him; he believes that said Yerger came to Camp's to live in 1836, as well as he recollects.

To the 3d int. He says, that Camp was indebted to said Yerger; he said, Camp repeatedly said he was indebted to said Yerger; said indebtedness was for the hire of said Yerger's negroes, and for money collected for Yerger; he knows that Camp had said Yerger's negroes, and he often heard Camp say that he had collected money in the southern part of Alabama, which had been left to said Yerger by his father; he does not know that he ever heard said Camp say how much he owed said Yerger, nor when the same was due.

To the 4th int. He says, that he was acquainted with the land on which said Camp lived in 1843, and with the lands in the neighborhood; Camp's plantation consisted of about 963 acres, and he does not think that eight thousand dollars was an exorbitant price for said plantation; this plantation was the same place or tract of land bought by James W. Camp from William Brandon for John C. Yerger; said witness says that in 1843, and about that time, said plantation was worth from eight to nine thousand dollars; he says that about that time Col. King, of this county, was anxious to purchase said plantation, and offered for the same, as he understood, eight dollars per acre; and he says that after Camp's death, when Scruggs became the owner thereof, he gave in exchange for the widow's title the sum of twelve hundred dollars in cash, and a house and lot of twelve acres of ground in the town of Huntsville, estimated to be worth six thousand dollars; and he, Scruggs, then purchased Wm. Brandon's title to said tract of land for the sum of two thousand dollars, making the said tract of land cost said Scruggs about nine thousand two hundred dollars.

To the 5th int. He says, that Camp's object in purchasing said tract was to pay said Yerger what he owed said Yerger; he says he oftentimes heard Camp say that his object was to pay Yerger, and to procure a home for himself as long as he lived; that he did not expect to live as long as until Yerger would become of age and want the place; he says that he understood repeatedly, from conversations between James W. Camp and William Brandon, that Camp was to pay Brandon for said tract of land the amount for which it was bid off at the trustee's sale, and as much as said Camp owed said William Brandon for said Brandon's share of the Wilkins debt; and that when the purchase money which Camp was to give for said land should be paid, that then Brandon would have no further demands against said Camp.

To the 6th int. He says, that said Camp was insolvent from the fall of 1843 up to the time of his death; said Camp made no will within his knowledge, and no administration on his estate was granted within his knowledge.

To the 7th int. He says he did not hear any such conversation as is mentioned in this interrogatory, except that he has heard Wm. Brandon say that he had recovered a judgment against Robert Coltart for about sixteen hundred dollars.

To the 8th int. He says, that said Brandon had certain slaves, the property of John C. Yerger, for about six months, in picking out cot-

ton and gathering a crop; said Camp had in his possession, from the beginning of the year 1837, as well as recollected, four negro men slaves—Ephraim, Anthony, Buck, and Bob; two women—Angeline and Hannah; a boy, Pleasant; and a girl, Jane, and some children; but how many children he does not recollect; the annual hire of said slaves for the time they were in Camp's possession would amount to, as well as he can make an estimate, as follows: Three of the men, $125 each; the other, $75; one of the women, $100, and the other, $70 per annum, which would make for the slaves aforesaid $620 per annum; they were in the possession of said Camp, as well as recollected, from the time aforesaid to the time of his death, which occurred in October, 1845.

During the last five years of said Camp's life the slaves Jane and Pleasant were each worth $25 per annum; besides the slaves aforesaid, Col. Camp purchased, in the year 1843, for the said Yerger, the slaves, Harry, Willis, and Abram, and Abram's wife, Milley, and her children, about four in number; for the three last years of said Camp's life the annual hire of the slaves Harry and Willis, was worth $80 each; and that of Abram was about $50; Milley and her children were not worth more than clothing, taxes, &c. In the latter part of 1845, or in 1846, the negroes belonging to said Yerger, which had been in Camp's possession, were in all twenty-one; about five children had been born while Camp had Yerger's slaves in possession. These negroes were employed by Wm. Brandon from about the 1st September, 1843, to about the 15th of March, 1844.

To the 9th int. He says, that his answer to this interrogatory is contained in the 8th interrogatory.

To the 10th int. He says, that he does not know that he can say any thing further in answer to this interrogatory.

To the 1st cross int. He says he knows the property embraced in said deed of trust.

To the 2d cross int. He says he supposes its value was, according to his estimate, about ten thousand four hundred and fifty dollars.

To the 3d cross int. He says Brandon sold all *all* of said property, except what was levied upon by the sheriff of said county, and sold by said sheriff.

To the 4th cross int. He says some of said property was sold publicly and some privately.

To the 5th cross int. He says he supposes it is correct, but he cannot now recollect.

To the 6th cross int. He says he cannot state whether any of said property is left out or not, more than what was levied upon by the sheriff of said county.

To the 7th cross int. He supposes all the property not sold by said trustee was sold by said sheriff.

To the 8th cross int. He says it did.

To the 9th cross int. He says none of it ever belonged to said Yerger.

To the 10th cross int. He says he thinks it embraced all the property he had, within his knowledge, in this state.

To the 11th cross int. He says he thinks said Camp did have such means.

To the 12th cross int. He says, to the amount of about seven thousand dollars.

To the 13th cross int. He says he did do business for said Camp before the making of said deed, and was frequently about his house before and after the making of said deed.

To the 14th cross int. He says he was present when a portion of said property was sold publicly, and he believes he was present when a greater portion of the balance, except the cotton, was sold privately.

To the 15th cross int. He says he saw all sold that was sold publicly, and a portion of what was sold privately; said sale appeared to be fair, and he believes it was fair. But said witness here states, that said Camp carried off to his residence 42 shoats, about three hundred barrels of corn, and some choice milch cows, and 22 sheep, which were embraced in said deed of trust; but whether they were sold by said Brandon to Camp he cannot state, nor can he state whether they [were] taken away before the public sale or afterwards.

To the 16th cross int. He says they were.

To the 17th cross int. He says he did.

To the 18th cross int. He says, some time in September, 1843, Brandon sent about fifteen of his own slaves to assist in gathering of the crop, and in November, 1843, about five more, and about the 15th February, 1844, about twenty other slaves; these slaves remained from the times they were sent until about the tenth of March.

To the 19th cross int. He says he had Yerger's negroes all the time; he does not know that he hired any others. The negroes purchased by Col. Camp for Yerger, and some of them received for Mrs. Camp from her father's estate, were, after the first of January, 1844, employed in picking out cotton, but he does not know whether they were hired by Brandon or not. Said witness, as Brandon's overseer, had no control over them.

To the 20th cross int. He says he cannot answer any further than as aforesaid.

To the 21st cross int. He says he does not know whether said Brandon paid said Camp or not; said Camp did buy some of said trust property, for the use and benefit of his wife's property and of Yerger's.

To the 22d cross int. He says he did.

To the 23d cross int. He says he did not.

To the 24th cross int. He says he did; he paid $300 00.

To the 25th cross int. He says, Brandon furnished the bagging, &c., but he does not know what it was worth.

To the 26th cross int. He says, Brandon did not carry all of said cotton to Detto's landing; it was worth one dollar per bale to carry cotton from that plantation to the landing.

To the 27th cross int. He says he supposes about three hundred dollars.

To the 28th cross int. He says he supposes about fifty cents.

To the 29th cross int. He says he has understood that said Brandon sent the crop of cotton to New Orleans, but he does not know any thing of the trouble or expense of doing so.

To the 30th cross int. He says he does not know.

To the 31st cross int. He says about nine years.

To the 32d cross int. He says about $100 00.

To the 33d cross int. He says he did.

To the 34th cross int. He says about $50 00.

To the 35th cross int. He says, Camp did send him (Yerger) to school, and pay for it about $25 00 per annum.

To the 36th cross int. He says, Camp did buy negroes for Yerger; in the year 1844 he purchased even; he paid $400 00 for each of four of them; $150 00 for another; the price of the others he does not recollect.

To the 37th cross int. He says he did not swap one of the negroes purchased as aforesaid, but he did swap off a negro left to Yerger by his father, and paid $150 00 to boot.

To the 38th cross int. He says he does not know.

To the 39th cross int. He says he did; but he does not now recollect for what, except for his schooling and for negroes.

To the 40th cross int. He says he did not hear any such conversation, except what he heard from Wm. Brandon, as stated in his answer to said 7th interrogatory.

To the 41st cross int. He says he heard no such conversation, such as he supposes is alluded to.

To the 42d cross int. He says that said Camp did owe said Tho. and Wm. Brandon for moneys which they paid to Wilkins as Camp's sureties; the debt he believes was about $8,500 00.

To the 43d cross int. He says he did not hear such conversation.

To the 44th cross int. He says he did not speak of such conversation.

To the 45th cross int. He says he did not hear the conversation alluded to.

To the 46th cross int. He does not, of his own knowledge, know who heard it.

To the 47th cross int. He says it was partly from his own knowledge and partly from the information of said Camp.

To the 48th cross int. He says he heard the trade made between the said Camp and Brandon, and their declarations as to the object of said trade, which declarations as aforesaid were repeatedly made.

To the 49th cross int. He says that he knows said Yerger's father lived in Tennessee, and that he has been informed and believes that he died in Tennessee; he believes that said Yerger was living with his father at the time of his father's death.

To the 50th cross int. He says Camp died in Madison county, Alabama, and that he had lived in said county from the year 1821 or 1822 to the time of his death.

To the 51st cross int. He says he did know that Camp had other means.

To the 52d cross int. He says he is not related to said Yerger.

JOHN E. SNODGRASS.

Subscribed and sworn before me, this the 24th day of September, 1850. B. T. MOORE, *Com., U. S.*

Deposition of R. M. Kinkle.

And on the 25th day of September, 1850, I proceeded to take the answers of Robert M. Kinkle, another witness in said cause, tos aid interrogatories and cross interrogatories; and the said witness being first duly sworn, deposeth and says, in answer:

To the 1st interrogatory. That he is acquainted with the said parties.

To the 2d int. He says that Camp did act as the guardian of said Yerger; and he believes that Camp was so considered in this county, by those acquainted with the parties; he believes said Camp furnished said Yerger with money to pay his accounts, or did pay the same as said guardian. He says he has heard said Camp say he was said Yerger's guardian; but he does not think that he ever heard Brandon say so; he thinks he has heard Camp say so often; he does not know when Camp came to this county, but he knows Camp was living in this county before Yerger lived with him; he does not know how long Yerger lived with Camp, but he lived with him several years.

To the 3d int. He says he does not know of his own knowledge that Camp was indebted to said Yerger, nor can he answer this interrogatory any further.

To the 4th int. He say he was acquainted with the farm on which said Camp lived in 1843, and with the lands in the neighborhood; but he does not know the value of said plantation, nor of those in the neighborhood; this farm was the same place that Camp bought from Brandon for Yerger.

To the 5th int. He say he does not know what was the object of this purchase, but he has understood and believes it was for that purpose; nor is he able to give any further answer to this interrogatory.

To the 6th int. He says he does not know whether said Camp was insolvent or not, nor whether he made any will, nor whether there was any administration on his estate.

To the 7th int. He says that he did hear Wm. Brandon say that Col. Camp had paid him for said tract or parcel of land, except $1,500 00 or $2,500 00, but does not recollect which sum; he does not recollect that he heard him say any thing about the judgment against Robert Coltart; he heard said Brandon talk on this subject as they were going out to Camp's funeral; this conversation was as already related.

To the 8th int. He says he does not know.

To the 9th int. He says that Camp had some negroes belonging to said Yerger, but how long, or what was the value of them, he cannot state.

To the 10th int. He says that he does not know that he can say any thing more than he has already stated.

To the 1st cross int. He says he does not know whether any of the property belonging to Camp, that he knew, is embraced in the said deed.

To the 2d cross int. He says he does not know its value.

To the 3d cross int. He says he does not know.

To the 4th cross int. He says he does not know.

To the 5th cross int. He says he knows nothing about it.

To the 6th cross int. He says he knows nothing about it.

To the 7th cross int. He says he does not know.

To the 8th cross int. He says he does not know.

To the 9th cross int. He says he does not know.

To the 10th cross int. He says he does not know.

To the 11th cross int. He says he does not know.

To the 12th cross int. He says that he did not know of any such means.

To the 13th cross int. He say that he did not do business for said Camp; he was sometimes about his house.

To the 14th cross int. He says he was not.

To the 15th cross int. He says he did not see any thing sold, and knows nothing about the sale.

To the 16th cross int. He says he does not know.

To the 17th cross int. He says he does not know.

To the 18th cross int. He says he does not know that said Brandon gathered said crop.

To the 19th cross int. He says that he does not know.

To the 20th cross int. He says he does not know.

To the 21st cross int. He says he does not know.

To the 22d crosst int. He says he believes that some of Yerger's negroes were worked on this place.

To the 23d cross int. He says he does not know.

To the 24th cross int. He says he does not know.

To the 25th cross int. He says he does not know.

To the 26th cross int. He says he does not know.

To the 27th cross int. He says he does not know.

To the 28th cross int. He says he does not know.

To the 29th cross int. He says he does not know.

To the 30th cross int. He says he does not know.

To the 31st cross int. He says that he lived with his family several years, but he does not know how many.

To the 32d cross int. He says he does not know.

To the 33d cross int. He says he does not know, but he believes he did.

To the 34th cross int. He says he does not know.

To the 35th cross int. He says that he believes said Camp sent Yerger to school, but he does not know how much he paid for it.

To the 36th cross int. He says he does not know.
To the 37th cross int. He says he does not know.
To the 38th cross int. He does not know.
To the 39th cross int. He says he does not know.
To the 40th cross int. He says that his said answer shows with whom said conversation was held; he cannot state what gave rise to this conversation, except that it turned upon the situation in which Col. Camp had left his affairs.

To the 41st cross int. He says that soon after this he had a conversation with Mrs. Camp, in which he detailed the conversation between him, said witness, and William Brandon; and he thinks he cannot be mistaken as to the conversation, nor as to the debt about which said Brandon was speaking.

To the 42d cross int. He says that he believes he did owe such a debt, but he does not know it of his own knowledge.

To the 43d cross int. He says that he does not believe it was the Wilkins debt about which Brandon was speaking.

To the 44th cross int. He says that it was as heretofore stated.

To the 45th cross int. He says that the conversation which he had with Mrs. Camp, and others, frequently afterwards, impressed it upon him.

To the 46th cross int. He says that he and William Brandon were riding together, or with several other persons, some of whom were riding just before them and others just after them, but he does not recollect their names.

To the 47th cross int. He says he stated in his answer to said interrogatory that he did not know of his own knowledge.

To the 48th cross int. He says that, in his answer to said interrogatory, he said he did not know what was the object of this purchase, but he has understood and believes it was for that purpose.

To the 49th cross int. He says he does not know.

To the 50th cross int. He says that said Camp lived and died in this county.

To the 51st cross int. He says that he does not know.

To the 52d cross int. He says that John C. Yerger is now his brother-in-law, having married his sister in October, 1849.

To the last cross interrogatory. He says that, on or about the 22d April, 1850, John C. Yerger called on him to go his security for the costs of this cause; that he did become his surety, and that, in a few days afterward, said Yerger informed him that he had released him from all liability as surety as aforesaid, and that Joseph C. Bradley had become surety in his place.

R. M. KINKLE.

Subscribed and sworn before me, this the 25th September, 1850.
B. T. MOORE, *U. S. com'r.*

Deposition of B. P. Reedy.

And the said Bryant P. Reedy being this day first duly sworn, deposes and says, as follows:

To the first interrogatory. He says that he is.

To the 2d int. He says that he believes James W. Camp did act as the guardian of John C. Yerger, and he was so considered in the county by those acquainted with the parties; said Camp did, as he believes, furnish said Yerger with money to pay his accounts, or did pay the same for him. He has heard Col. J. W. Camp say that he was the guardian of Yerger, but he does not know how often. Camp came to this county to live in 1820 or 1821; he did not then bring Yerger with him. Yerger was living with Camp in his family, (except, perhaps, some short time while he was boarded out,) from February, 1837 or 1838, to the time of Camp's death, in the year 1845.

To the 3d int. He says that he does not know that Camp was indebted to his ward, but he has heard Camp say he was indebted to said Yerger; it was for the hire of Yerger's negroes. Said witness says he has heard Camp say he was indebted to Yerger, but he does not recollect that he stated the amount, or when it was due.

To the 4th int. He says that he was acquainted with the farm on which Camp lived in 1843, and with the lands in the neighborhood. Camp's farm, in 1843, was worth about six or seven thousand dollars; he thinks $8,000 was more than said farm was worth. This was the same place bought by Camp from Brandon, for Yerger, in or about the year 1843.

To the 5th int. He says that he does not know the object of said purchase; he supposes it was to pay a debt Camp owed Yerger; he did not hear Camp or Brandon speak of this.

To the 6th int. He says that he supposes Camp was insolvent, from the fall of 1843 to the time of his death; he believes he made no will, nor was there any administration on his estate within his knowledge.

To the 7th int. He says that he did not hear said Brandon say that he had been paid all of his debt for said tract of land, nor did he hear him say any thing in relation to the subject-matter of this interrogatory.

To the 8th int. He says that Brandon did work Yerger's negroes, from some time in July or August until the crop was gathered, but he does not know how long it required. He does not know what the hire of said negroes was worth. He does not know what year, but he believes it was in 1843. He does not know the number of working hands, but he supposes there were eight or ten hands.

To the 9th int. He says that he knew James W. Camp had in his possession certain slaves of John C. Yerger; he kept them from February, 1837 or 1838, to the time of his death in 1845. There were four or five men and three or four women, and he supposes the men worth about $75 00 and the women $40 00 each per annum; and there were some smaller ones that he supposes would hire for something, but he does not know how much.

To the 10th int. He says that he knows of nothing that he can say in reply to this interrogatory.

To the 1st cross int. He says he supposes he knew some of said property, but he cannot say that he knew all of it.

To the 2d cross int. He says he cannot state its value.

To the 3d cross int. He says he does not know.

To the 4th cross int. He says that he does not know.

To the 5th cross int. He says that he cannot say.

To the 6th cross int. He says that he cannot say whether any of said property is left out.

To the 7th cross int. He says that he does not know.

To the 8th cross int. He says that he does not know.

To the 9th cross int. He says that he does not know.

To the 10th cross int. He says that he does not know, but supposes it did.

To the 11th cross int. He says that he does not think he did.

To the 12th cross int. He says that he knows of no such means.

To the 13th cross int. He says that he was frequently about his house, but he did not do business for him.

To the 14th cross int. He says he was not present.

To the 15th cross int. He did not see any thing sold.

To the 16th cross int. He says that he supposes so.

To the 17th cross int. He says he thinks he did with his own hands, and with Yerger's, and with Mrs. Camp's.

To the 18th cross int. He says that Brandon had some of his own hands there, as he believes, but he does not know how many, nor how long.

To the 19th cross int. He says that he does not know.

To the 20th cross int. He says that he does not know from whom he hired them, but he supposes that some of them belonged to Yerger and some to Mrs. Camp.

To the 21st cross int. He says that he does not know.

To the 22d cross int. He says that Camp worked the negroes of Yerger and Mrs. Camp upon the land he purchased from Brandon.

To the 23d cross int. He says that he does not know.

To the 24th cross int. He says that he does not know.

To the 25th cross int. He says that he does not know.

To the 26th cross int. He says that he does not know.

To the 27th cross int. He says that he does not know.

To the 28th cross int. He says that he supposes about thirty-seven and a half cents.

To the 29th cross int. He says that he does not know.

To the 30th cross int. He says that he does not know.

To the 31st cross int. He says about seven years, or eight years.

To the 32d cross int. He says that he supposes about seventy-five dollars per annum.

To the 33d cross int. He says that he thinks he did.

To the 34th cross int. He says he cannot tell.

To the 35th cross int. He says Camp sent Yerger to school, and he supposes he paid for it, but he cannot say how much.

To the 36th cross int. He says that he does not know.

To the 37th cross int. He says that Camp swapped off one of said negroes and paid boot, but he does not know how much.

To the 38th cross int. He says he cannot say.

To the 39th cross int. He says he cannot say.

To the 40th cross int. He says he did not hear such conversation.

To the 41st cross int. He says he did not hear him speak of the debt.

To the 42d cross int. He says that he thinks so.

To the 43d cross int. He says that he does not undertake to say what debt it was.

To the 44th cross int. He says that he does not speak of any conversation.

To the 45th cross int. He says that he heard no such conversation.

To the 46th cross int. He says he does not know who heard it.

To the 47th cross int. He says that his answer shows that the information was derived from Camp.

To the 48th cross int. He says that he did not make any statement in answer to said interrogatory from his own knowledge, or from the information of others.

To the 49th cross int. He says that Yerger's father lived and died in Tennessee, and that Yerger was living with his father at the time of his father's death.

To the 50th cross int. He says that said James Camp lived in this (Madison) county.

To the 51st cross int. He says that he does not know.

To the 52d cross int. He says he is not related to John C. Yerger.

B. P. REEDY.

Subscribed and sworn before me, this 3d day of October, 1850.

B. T. MOORE, *U. S. Comm'r.*

Deposition of Jas. B. Turner.

James B. Turner, another witness in said cause, being this day first duly sworn, deposes and says, in answer to said interrogatories and cross interrogatories, as follows, to wit:

To the 1st interrogatory. He answers and says, that he is acquainted with the said parties.

To the 2d int. He says he always understood that James W. Camp acted as the guardian of John C. Yerger. Camp was so considered by those acquainted with the parties. He has seen Camp furnish Yerger with money when he was going to La Grange to school. He never heard Camp or Brandon in their lives say or admit that Camp was the guardian of Yerger. He does not know when Camp came to this county to live. Camp came to this county to live before Yerger's birth. Yerger lived with the family of Camp, from February, 1838, to the time of Camp's death in 1845.

To the 3d int. He says he heard Col. Camp say he was indebted to said Yerger; he supposes it was for the hire of negroes and the sale of property belonging to said Yerger. Col. Camp did sell property in the State of Tennessee belonging to said Yerger, and he supposes he collected moneys in Tennessee belonging to Yerger. Said witness says, he heard Camp say he was indebted to Yerger, and that if he could save the plantation where he resided that John C. Yerger would not suffer much by him.

To the 4th int. He says he was acquainted with the farm on which James W. Camp lived in the year 1843, and with the farms in the neighborhood; he thinks it was worth nine thousand dollars, and eight thousand dollars was not an exorbitant price. He does not know of his own knowledge, but he supposes, that if Col. Camp bought from Wm. Brandon, for said Yerger, any place, that this is the one thus purchased.

To the 5th int. He says he always thought the object in said purchase was to secure a debt said Camp owed said Yerger. He heard Col. Camp speak of this; he heard him say, that if he could pay Brandon for this place that Yerger would lose very little by him.

To the 6th int. He says he does not know whether he was insolvent or not. He made no will, nor was there any administration on his estate within his knowledge.

To the 7th int. He says he did not.

To the 8th int. He says he does not know.

To the 9th int. He says, Camp had John C. Yerger's negroes, 14 or 15 in number; he kept them from February, 1838, to the time of his death. He supposes the annual hire of said negroes, during those years, was worth about seven or eight hundred dollars.

To the 10th int. He says he can state nothing further.

To the 1st cross int. He says he cannot state that he knew the property embraced in said deed, but he knew that Col. Camp had such property.

To the 2d cross int. He says he does not know the value thereof.

To the 3d cross int. He says he does not know.

To the 4th cross int. He says he does not know.

To the 5th cross int. He says he does not know.

To the 6th cross int. He says he does not know that any is left out.

To the 7th cross int. He says he does not know.

To the 8th cross int. He says he does not know.

To the 9th cross int. He says he does not know.

To the 10th cross int. He says he does not know.

To the 11th cross int. He says he does not know.

To the 12th cross int. He says he knows nothing of his means.

To the 13th cross int. He says he was frequently at his house, but did not do business for him.

To the 14th cross int. He says he was not present.

To the 15th cross int. He says he knows nothing about it.

To the 16th cross int. He says he does not know.

To the 17th cross int. He says he does not know, bnt understood so.

To the 18th cross int. He says he does not know.

To the 19th cross int. He says he does not know.

To the 20th cross int. He says he does not know.

To the 21st cross int. He says he does not know.

To the 22d cross int. He says negroes he worked afterwards belonged to said Yerger and Mrs. Camp, as witness understood.

To the 23d cross int. He says he does not know.

To the 24th cross int. He says he does not know.

To the 25th cross int. He says he does not know.

To the 26th cross int. He says he does not know.

To the 27th cross int. He says he does not know.

To the 28th cross int. He says he supposes a field hand would hire at about fifty cents per day.

To the 29th cross int. He says he does not know.

To the 30th cross int. He says he does not know.

To the 31st cross int. He says from February, 1838, to the time of Camp's death.

To the 32d cross int. He says he supposes about eighty dollars.

To the 33d cross int. He says he thinks he did.

To the 34th cross int. He says he does not know, but he was well clothed.

To the 35th cross int. He says Camp sent him to school, but he does not know what he paid.

To the 36th cross int. He says he does not know, but he understood that Camp bought four or five negroes for said Yerger, but he does not know how much he paid for them.

To the 37th cross int. He says he does not know.

To the 38th cross int. He says he does not know.

To the 39th cross int. He says he did not hear Camp say he had paid money for Yerger.

To the 40th cross int. He says he did not state that he had heard such conversation.

To the 41st cross int. He says he did not hear such conversation.

To the 42d cross int. He says he does not know.

To the 43d cross int. He says he does not undertake to say any thing about it; he did not hear Brandon say any thing about it.

To the 44th cross int. He says he does not speak of any conversation.

To the 45th cross int. He says he never had such conversation with Brandon.

To the 46th cross int. He says, he, himself, never heard such conversation.

To the 47th cross int. He says his answer to said third interrogatory shows that his information was derived from Col. Camp.

To the 48th cross int. He says his answer to said fifth interrogatory shows.

To the 49th cross int. He says Yerger's father did live and die in the State of Tennessee, and that John C. Yerger was living with his father at the time of his father's death.

To the 50th cross int. He says that Col. Camp lived and died in this (Madison) county.

To the 51st cross int. He says he knows nothing about any deed of trust.

To the 52d cross int. He says, John C. Yerger is the nephew of his (witness's) wife.

JAMES B. TURNER.

Subscribed and sworn before me, this the fifth day of October, 1850.
B. T. MOORE, *U. S. Comm'r.*

And I, Benjamin T. Moore, commissioner, &c., as aforesaid, do hereby certify, that the answers to the interrogatories and cross interrogatories of said witnesses were by each subscribed and sworn to before me, at my office, in the town of Huntsville, in said northern district, on the day on which [they] respectively purport to have been done; that [all] of said answers were written out, (which was done by me;) they were carefully read over to the witnesses, respectively, and by them subscribed and sworn to, by me and in my presence; all of which is now by me certified to said court, with the transcript of said interrogatories and cross interrogatories, and with said commission.

Given under my hand and seal, at office, in Huntsville aforesaid, this 5th October, 1850.

B. T. MOORE, [SEAL.]
U. S. Comm'r.

Authentication of transcript.

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

I, Benjamin Tyron Moore, clerk of the district court of the United States, for the northern district of Alabama, at Huntsville, do hereby certify, that the foregoing sixty pages contain a full, true, and complete transcript of the record and proceedings, of what kind soever, in the cause in said court in chancery, wherein John C. Yerger is plaintiff against William H. Jones and Robert S. Brandon, executors of the last will and testament of William Brandon, deceased, defendants.

In testimony whereof I hereto subscribe my name, and affix the seal of said district court, at office, in Huntsville, in said district, this the second day of December, A. D. one thousand eight [SEAL.] hundred and fifty-two, and of the independence of the United States of America the 77th.

B. T. MOORE, *Clerk, D. C.*